



CITY COUNCIL MEETING

December 06, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

AGENDA

CALL TO ORDER

Invocation

Flag Salute

ROLL CALL

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

APPROVAL OF MINUTES

- [1.](#) Regular City Council Meeting November 1, 2023
- [2.](#) Special City Council Meeting November 15, 2023

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

Certificate of Recognition: Don Neyer, 50th Anniversary, DeBary Volunteer Fire Department

Transportation Planning Organization Citizens' Advisory Committee Update: John MacFarlane, Committee Member

Certificate of Achievement for Excellence in Financial Reporting: Elizabeth Bauer, Finance Director

PUBLIC HEARINGS

- [3.](#) City Manager is requesting City Council approve the first reading of Ordinance No. 14-2023, Submitting to referendum an amendment to the City Charter to allow Council Members to run for the position of Mayor without the need for a one-year hiatus.

GROWTH MANAGEMENT AND DEVELOPMENT

- [4.](#) Staff is requesting City Council approve the Order of Condemnation for 239 Angeles Road, DeBary, FL. (Quasi-Judicial)

NEW BUSINESS

- [5.](#) City Manager is requesting City Council accept a proposal from Dale Beasley Construction, Inc., and approve a Work Authorization to provide stormwater construction services for the 32 Bonita Road Drainage Improvement Project.

- [6.](#) City Manager is requesting City Council accept this statement certifying the conditions and circumstances requiring the rental of pumps during the 2023 hurricane season.
- [7.](#) City Manager is requesting City Council approve granting the authority to the City Manager, under the legal guidance of the City Attorney, to either execute the proposed extension until February 1, 2024, with the negotiated nonrefundable deposit amount and/or to close on the property, waiving the required contingencies and distributing the purchase price funds.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments

- [8.](#) Hometown Heroes Recognition Program Committee Appointments

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting December 20, 2023, 6:30 p.m.

ADJOURN

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



CITY COUNCIL MEETING

November 01, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, and Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Steven Bapp, Growth Management Director; Eric Frankton, Information Technology Director; Annette Hatch, City Clerk; Amy Long, Deputy Public Works Director; Cristina Raimundo, Communications Specialist; Jason Schaitz, Parks & Recreation Director; and, Shari Simmans, Economic Development & Government Affairs Director.

PUBLIC PARTICIPATION: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

No one addressed Council.

APPROVAL OF MINUTES: Motion by Vice-Mayor Butlien to approve the minutes of the Special City Council Meeting September 20, 2023, the Regular City Council Meeting October 4, 2023, and the Special City Council Meeting October 18, 2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS: Shimene Shepard, Executive Director, and Stephanie Parks, Assistant Director, FUTURES Foundation, Volusia County Schools, discussed the FUTURES Program and the various grants, scholarships, available resources, and programs provided.

Cristina Raimundo, Communications Specialist, discussed the City's Hometown Heroes Recognition Program and honored our first group of Hometown Heroes; Jimmy D. Hinesly, Medward J. Tessier, Alfred Kneer, Ed Harriman, and Elwood L. Baurle.

PUBLIC HEARINGS:

Staff is requesting the City Council approve the first reading of Ordinance No. 12-2023, amending the text of the City's Comprehensive Plan (Plan) Future Land Use Element and Future Land Use Map (FLUM) to remove the Industrial/Utility (I/U) Future Land Use classification and replace it with a new Public/Utility (P/U) classification.

City Attorney read the Ordinance into the record.

Staff reviewed the purpose of the Ordinance, location of the affected properties, and implementation timeline.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 12-2023. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting the City Council approve the first reading of Ordinance No. 13-2023, amending the Land Development Code (LDC) to update the Zoning/Future Land Use Compatibility Matrix in accordance with Ordinance No. 12-2023.

City Attorney read the Ordinance into the record.

Staff explained this Ordinance was to update the text within the City's Land Development Code to be consistent with updates presented in Ordinance No. 12-2023.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 13-2023. Seconded by Council Member Stevenson. Motion passed unanimously.

NEW BUSINESS:

Staff is requesting City Council approve the purchase of a 2023 Ford F150 for Fire Inspector.

Staff discussed the need for the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the purchase of the 2023 Ford F150. Seconded by Council Member Stevenson. Motion passed unanimously.

The Public Works Department is requesting City Council approve the purchase of a Ford Terex LT40 Crew Cab Bucket Truck.

Staff discussed the need for the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the purchase of the bucket truck. Seconded by Council Member Sell. Motion passed unanimously.

Staff requests City Council to approve Revisions/Additions to the City of DeBary Personnel Policies & Procedures with an effective date of November 1, 2023.

Staff explained that these revisions were required for the City's policies to be in accord with Federal and State Laws.

No one addressed Council.

Motion by Council Member Stevenson to approve the revisions. Seconded by Council Member Sell. Motion passed unanimously.

Staff requests City Council approve the employee health insurance plans recommended for plan year January 1, 2024 – December 31, 2024.

Staff discussed the policy and minor changes for the upcoming benefit year.

No one addressed Council.

Motion by Council Member Stevenson to approve the employee health insurance plans. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

The Parks and Recreation Department is requesting City Council approve the attached proposal Kimley Horn IPO No. 19 for Alexander Island Phase 1 Design.

Staff discussed the project and funding.

No one addressed Council.

Motion by Council Member Stevenson to approve the proposal. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

City Manager is requesting to make a presentation to the City Council on the Live Local Act, which took effect on July 1, 2023, and discuss possible risk factors and solutions concerning the business side of this law.

City Manager discussed the Live Local Act and the potential impact on municipalities.

No one addressed Council.

City Council discussed the information presented and the impacts on the City.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Special City Council Meeting November 15, 2023, 6:30 p.m.

ADJOURN: The meeting was adjourned at 9:00 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



SPECIAL CITY COUNCIL MEETING

November 15, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, and Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Steven Bapp, Growth Management Director; Elizabeth Bauer, Finance Director; Eric Frankton, Information Technology Director; Annette Hatch, City Clerk; and, Jason Schaitz, Parks & Recreation Director.

PUBLIC PARTICIPATION: For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11): None.

GROWTH MANAGEMENT AND DEVELOPMENT:

The Applicant, Johnson Development Associates, Inc., has requested a Development Order Extension for The Haven at DeBary.

Staff reviewed the extension request and its consistency with the Development Order timeline.

Kerry-Ann Wilson, representing The Haven at DeBary, addressed Council.

Motion by Council Member Stevenson to approve the extension. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

The applicant, KBC Development, Inc., has requested a Development Order Extension for the Commerce Park project.

Staff reviewed the extension request and its consistency with the Development Order timeline.

No one addressed Council.

Motion by Council Member Stevenson to approve the extension. Seconded by Council Member Pappalardo. Motion passed unanimously.

Staff is presenting the timeline for the review, implementation and adoption of the new form-based Land Development Code (LDC).

Staff presented the review timeline to date and the proposed timeline for upcoming Council and public review.

No one addressed Council.

Council discussed the information presented.

NEW BUSINESS:

The Parks and Recreation Department is requesting Council approve Resolution No. 2023-23 to confirm support and an effective date for the FY 23/24 ECHO Project for the Alexander Park Phase 1 Development.

City Attorney read the Resolution into the record.

Staff explained the Resolution was a requirement of the ECHO Grant.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve Resolution No. 2023-23. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting authorization to dispose of surplus property and removal of the items from capital inventory as of September 30, 2023.

Staff discussed the Florida Statutes requirements for disposal and reviewed the list of items found during the annual inventory that were obsolete.

No one addressed Council.

Motion by Vice-Mayor Butlien to authorize the disposal of the items. Seconded by Council Member Sell. Motion passed unanimously.

The Finance Director is requesting City Council approve Resolution No. 2023-24 to amend the fiscal year 2022-2023 budget.

City Attorney read the Resolution into the record.

Staff reviewed the list of items and discussed the revenue and expenditure transactions included in the amendment.

Jason Schaitz, Parks & Recreation Director, addressed Council.

Motion by Vice-Mayor Butlien to approve Resolution No. 2023-24. Seconded by Council Member Sell. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Board/Committee Appointments: Orlandia Heights Neighborhood Improvement District Board of Directors Secretary.

Staff explained this appointment was to fill a vacancy on the Board.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the appointment of Gale Kohler to the Board. Seconded by Council Member Stevenson. Motion passed unanimously.

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Regular City Council Meeting December 6, 2023, 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:13 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



City Council Meeting City of DeBary AGENDA ITEM

Subject: Ordinance 14-2023 – City Charter Amendment	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date December 6, 2023	

REQUEST

City Manager is requesting City Council adopt on first reading Ordinance 14-2023, Submitting to Referendum an Amendment to the City Charter to Allow Council Members to Run for the Position of Mayor without the need for a One Year Hiatus.

PURPOSE

The purpose of the Ordinance is to place this requested amendment on the November 2024 ballot.

CONSIDERATIONS

- In November 2020, the City placed a number of amendments on the ballot and the voters decided and approved six of the seven recommendations. The only Charter amendment that failed was to extend the City’s ability to borrow money from 7 to 10 years.
- During the Charter Review Committee meetings, the Committee recommended that the issue regarding the one year hiatus for Council Members with the same term timeframe as the Mayor be revised from Section 5.03 of the Charter.
- The Committee believed this requirement benefited Members in Seat #1 and #2 more than Members in Seat #3 and #4 due to the term timeframe. Seats #1 and #2 could easily achieve the one-year hiatus because their term timeframe was different than the Mayor. However, since Seats #3 and #4 were on the same term timeframe as the Mayor, they would have to serve a four-year hiatus before being eligible to run for Mayor.
- During City Council workshops, this recommended change was removed. The reasoning for the removal is unclear. You can see the deletion (blue) on page 20 of the Charter Review Commission document. Also attached to this agenda item is the DeBary City Charter Fact Sheet and Amendment #7 (page 8) was approved with the Ordinance.
- Allowing Council Members in Seats #1-4 to run for Mayor without the one-year hiatus has been in effect before in DeBary. During the first Charter established in 1993, any Council Member could run for Mayor without serving a one-year hiatus. This is evidence by Carmen Rosamonda who

served two terms as Council Member and was elected as Mayor the next election. He served two terms as Mayor or a total of twelve (12) consecutive years.

- It is good practice to provide the voters the most election options possible to ensure a better government to represent them.

COST/FUNDING

The City will have an election in November 2024 whereby Seats #1 and #2 terms are ending. There will be a cost to the City for this election. The cost of having a Charter Amendment on the same ballot will be insignificant.

RECOMMENDATION

It is recommended that the City Council adopt on first reading Ordinance 14-2023, Submitting to Referendum an Amendment to the City Charter to Allow Council Members to Run for the Position of Mayor without the need for a One Year Hiatus.

IMPLEMENTATION

If approved, the second reading will be presented at the December 20, 2023 Council meeting.

ATTACHMENTS

Ordinance 14-2023

ORDINANCE NO. 14-2023

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CITY CHARTER TO ALLOW COUNCIL MEMBERS TO RUN FOR THE POSITION OF MAYOR WITHOUT THE NEED FOR A ONE-YEAR HIATUS; PROVIDING FOR ADVERTISEMENT OF THE REFERENDUM, SUBMISSION OF THE QUESTION AND CHARTER AMENDMENT CONTAINED HEREIN TO THE QUALIFIED ELECTORS OF THE CITY OF DEBARY AT A GENERAL ELECTION WHERE SUCH AMENDMENT WILL BE INCORPORATED INTO THE CITY CHARTER IF APPROVED; PROVIDING FOR CODIFICATION OF ADOPTED CHARTER AMENDMENTS, SEVERABILITY, AND AN EFFECTIVE DATE OF THIS ORDINANCE AND CHARTER AMENDMENT, IF APPROVED.

WHEREAS, the City Council has been reviewing the term limit provisions in § 5.03 of the City of DeBary Charter;

WHEREAS, the City Charter establishes five (5) city council seats, designated as Council seat #1, Council seat #2, Council seat #3, Council seat #4, and Council seat #5 (the office of the Mayor);

WHEREAS, the City Council has noted that a council member whose term of office co-terminates with the term of office for the mayor is precluded from qualifying for the office of the mayor ~~during the council member's second term of office~~, because § 5.03 of the City Charter would require such a candidate to remain off the City Council for a period of one-year following his/her second term;

WHEREAS, a City Council member whose term of office on the council does not co-terminate with the term of office for the mayor is not subject to the consequences of the one-year hiatus rule to run for Mayor upon conclusion of that member's second term, because his/her last term of office would conclude one year before the Mayor's next term would commence;

WHEREAS, given the foregoing, a council member whose term of office does not co-terminate with the term of office for the mayor may qualify and run for the office of Mayor at his/her earliest convenience ~~following his/her second consecutive term of office~~ while a council member whose term of office co-terminates with the office of the mayor must wait another year before he/she is eligible to qualify and run for mayor;

WHEREAS, given the fact that the mayor is elected to a four (4) year term of office, the foregoing one-year hiatus rule means that a council member whose last consecutive term of office terminated at the same time as the term of office for the Mayor must actually wait four (4) years before he/she can be elected and serve as Mayor;

WHEREAS, after due consideration of the foregoing, the City Council has directed that this Ordinance be prepared and that the ballot question included herein be submitted for the consideration of the qualified electors of the City of DeBary, Florida, at the general election to be held on Tuesday, November 5, 2024;

WHEREAS, § 166.031, Florida Statutes, provides for the adoption of an ordinance submitting amendments to the City of DeBary Charter to the electors of the City for approval; and

WHEREAS, the City Council will have held two public hearings on this Ordinance prior to its adoption.

IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. **Recitals.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. **Amendment #1.** Section 5.03 of the Charter of the City of DeBary is hereby amended upon approval of the qualified electors of the City of DeBary to read as follows (~~stricken through~~ language are deletions; underlined language are additions; subsections not included are not being amended):

Sec. 5.03. - Terms of office.

- (a) The term of office for all Council seats is four (4) years for members elected in 2014 and thereafter. No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office. A candidate who has been elected to two (2) consecutive full terms of office may requalify for any vacant seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office, except as set forth in subsection (b). Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.

(b) A candidate who is serving in a council seat, excepting seat #5 (the office of Mayor), and whose second consecutive term of office is scheduled to conclude at the same time as the term of office for seat #5, may qualify for seat #5 without complying with the requirement in subsection (a) that he/she remain off the city council for at least a one-year period following his/her second consecutive full term of office. Any such candidate, if elected to seat #5, will be eligible to serve two (2) consecutive full terms of office as Mayor.

SECTION 3. Amendment #1 Ballot Question. The ballot title and summary of the amendment referenced in Section 2 herein, followed by the words “yes” and “no” shall be set forth as follows on the ballot at the general election on November 5, 2024, for consideration by the qualified electors of the City of DeBary, Florida:

TITLE

TERM LIMIT EXCEPTION FOR COUNCIL MEMBERS RUNNING FOR THE OFFICE OF MAYOR

SUMMARY

Should the term limit requirements of Section 5.03 of the DeBary City Charter be amended to allow a city council member whose second consecutive term of office would conclude at the same time as the Mayor’s term of office to qualify and run for the office of Mayor without remaining off the city council for at least one year?

YES

NO

SECTION 4. Referendum. The City Council hereby authorizes a referendum election to be held on November 5, 2024, in conjunction with the general election held pursuant to § 100.031, Fla. Stat. and other applicable laws, at which the foregoing charter amendment and its accompanying ballot question contained herein will be submitted to the electorate of the City of DeBary, with the polls of such referendum closing on such date.

SECTION 5. Advertisement. The City Clerk of the City of DeBary is hereby authorized and directed to advertise the referendum election authorized herein in accordance with

the applicable provisions of the City Charter, City Code, Florida Statutes, Florida Administrative Code, and federal law.

SECTION 6. **Codification.** It is the intention of the City Council of the City of DeBary that the Charter Amendment proposed by this Ordinance will become and be made a part of the Charter of the City of DeBary, Florida if adopted by the qualified electors of the City of DeBary. Articles, sections, and subsections of the Charter may be renumbered or relettered for editorial and codification purposes and such renumbering and relettering will not constitute, nor be considered substantive changes, to the charter amendment as adopted. The City Clerk is hereby directed to ensure that appropriate numbers or letters are affixed to the Articles and Sections of the Charter if the Amendments contained herein, or any one or more of them, are approved at referendum.

SECTION 7. **Severability.** If any clause, section, or other part of this Ordinance is held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part will be considered eliminated and have no effect the validity of the other provisions of this Ordinance.

SECTION 8. **Effective Date of Ordinance.** This Ordinance will take effect immediately upon its adoption.

SECTION 9. **Effective Date of Proposed Charter Amendment.** The proposed Charter Amendment set forth herein will take effect if and upon certification of an affirmative majority vote of the qualified electors of the City of DeBary in favor of such at the November 5, 2024 general election.

FIRST READING AND PUBLIC HEARING: _____, 2024.

SECOND READING AND PUBLIC HEARING: _____, 2024.

APPROVED:

CITY OF DEBARY CITY COUNCIL

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

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PART I - CHARTER

*Footnotes:**--- (1) ---*

Editor's note— Printed herein is the Charter of the City of DeBary, Florida, as adopted by Laws of Fla. ch. 93-351 and by referendum on September 7, 1993, and effective on December 31, 1993. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

State Law reference— Municipal home rule powers, F.S. ch. 166.

ARTICLE I. - CORPORATE NAME/PURPOSE OF THE CHARTER

Sec. 1.01. - City of DeBary.

The municipality hereby established shall be known as the City of DeBary, Florida.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 1.02. - Purpose of the Charter.

This Charter is ordained and established by the people of the City of DeBary, Florida, to promote the general welfare and common good of the community by providing the framework within which a municipal corporation exercises municipal home rule powers under the Constitution and laws of the State of Florida.

(Ord. No. 15-96, § 1, 8-7-96)

ARTICLE II. - TERRITORIAL BOUNDARIES

Sec. 2.01. - Boundaries of the City of DeBary.

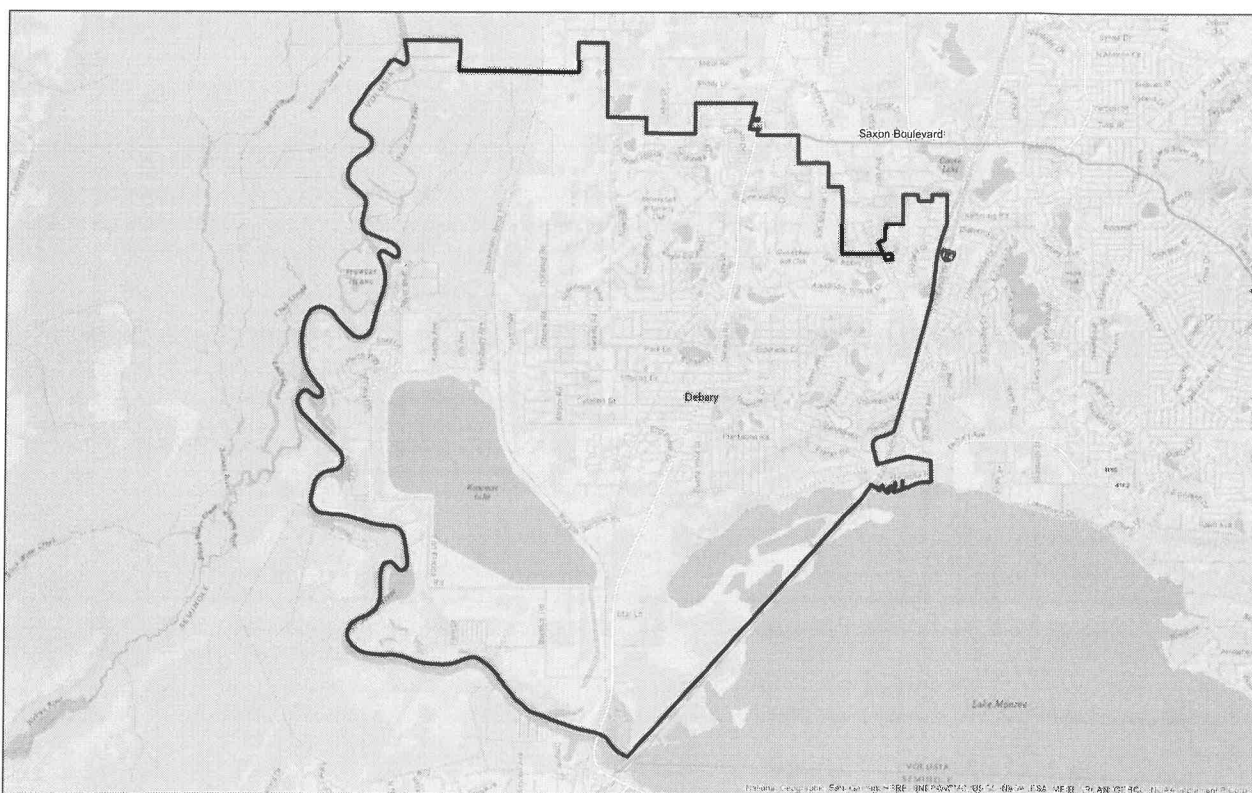
The territorial boundaries of the City of DeBary shall include the following areas situated in the County of Volusia, State of Florida:

BEGIN at the point of intersection of the thread of the St. Johns River with the North line of the South one-half of Section 19, Township 18 South, Range 30 East, Volusia County, Florida; thence Easterly along the North lines of the South one-half of Sections 19, 20, 21, and 22, Township 18 South, Range 30 East, to a point of intersection with the Easterly right-of-way line of U.S. Highway 17 & 92 in said Section 22; thence Southwesterly, along said Easterly right-of-way line, to a point of intersection with the Northerly right-of-way line of Highbanks Road in Section 27, Township 18

South, Range 30 East; thence Easterly, along said Northerly right-of-way line, to a point of intersection with the Easterly right-of-way line of Enterprise Road in Section 25, Township 18 South, Range 30 East; thence Southeasterly, along said Easterly right-of-way line, to a point of intersection with the Westerly right-of-way line of Interstate Highway #4 (I-4) in said Section 36, Township 18S, Range 30E; thence Southwesterly, along said Westerly right-of-way line, to a point of intersection with the thread of the St. Johns River; thence Northerly, along said thread of the St. Johns River, to the POINT OF BEGINNING.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 04-2020, §§ 4, 5, 7-22-20)

Editor's note— The description of the boundaries of the city in this section does not include the annexations into the city. The annexations are on file in the city clerk's office.



Sec. 2.02. - Extension of the corporate limits/annexation.

The corporate limits of the City of DeBary may be revised as provided by general law.

(Ord. No. 15-96, § 1, 8-7-96)

State Law reference— Municipal annexation procedures, F.S. ch. 171.

ARTICLE III. - GENERAL POWERS OF THE MUNICIPALITY

Footnotes:

--- (2) ---

State Law reference— *Municipal home rule powers, F.S. ch. 166.*

Sec. 3.01. - All powers possible.

The City of DeBary shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government; perform municipal functions; and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

The powers of the City of DeBary shall be construed liberally in favor of the municipality, limited only by the Constitution, general law, and specific limitations contained herein. The specific mention of particular powers in the Charter shall not be constructed as limiting in any way the general power granted in this article.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 13-01, § 1, Exh. A, 11-6-01)

Sec. 3.02. - Joint exercise of powers.

The City may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation by contract or otherwise, with any one or more states, counties, municipalities, or any agencies thereof, or the United States or any agency thereof, or private vendors serving a public purpose.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 3.03. - Eminent domain.

The City is prohibited from exercising its power of eminent domain for the sole purpose of:

- (a) Conferring a private benefit on a particular private party; or
- (b) Transferring private property to another private party.

(Ord. No. 10-06, § 1, 5-3-06)

ARTICLE IV. - CHARTER OFFICERS

Footnotes:

--- (3) ---

State Law reference— *Code of ethics, F.S. § 112.311 et seq.; open meetings law, F.S. § 286.011.*

Sec. 4.01. - Mayor and Council Members.

- (a) There shall be a City Council, hereinafter referred to as the Council, with all powers of the City vested therein, except as otherwise provided by this Charter, consisting of a Council Member designated as the Mayor and four other Council Members, all of whom shall be elected from the

City at-large.

- (b) Council seats shall be designated as seats #1, #2, #3, #4, and #5. Council seat #5 is assigned to the Mayor. Candidates shall be required to seek election to a specific seat on the Council.
- (c) Each member of the Council shall be a registered elector of the City and shall have resided within the corporate limits of the municipality for a minimum of one year prior to qualifying for election.
- (d) The Council members are elected officials who are accountable to the citizens at regularly held elections and who are subject to recall as provided by law. The citizens, through these processes, have the opportunity to elect, re-elect, or dismiss their elected officials whose promise of performance or actual performance in office best reflects the policies which the citizens desire to implement in the government of the City.
- (e) Policymaking is the sole prerogative of the Council. Administrative staff, whether hired or appointed under terms of this Charter, is subordinate to the elected officials, whose power derives from the consent of, and election by, the citizens of the City.
- (f) Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council, including the establishment of boards, commissions, and committees. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the municipality by law.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 14-01, § 1, Exh. A, 11-6-01; Ord. No. 06-13, §§ 2, 3, 7-3-13)

Sec. 4.02. - Mayor.

The Mayor shall serve as Chairperson during meetings of the Council. In addition, the Mayor shall:

- (a) Serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance;
- (b) Serve as the ceremonial head of the City;
- (c) Be responsible to the Governor for the purposes of military law;
- (d) Shall perform such other duties, consistent with his/her office, as may be delegated to him/her by the City Council.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 14-01, § 1, Exh. A, 11-6-01; Ord. No. 06-13, §§ 2, 3, 7-3-13; Ord. No. 04-2020, §§ 4, 5, 7-22-20)

Sec. 4.03. - Vice Mayor.

At the first regularly scheduled meeting in January following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 04-2020, §§ 4, 5, 7-22-20)

Sec. 4.04. - Prohibitions.

- (a) Neither the Council, nor any individual member of the Council, shall in any manner dictate the employment or removal of any employee other than the City Manager and City Attorney, but the Council may express its views and fully and freely discuss with the City Manager anything pertaining to the appointment or removal of such officers or employees. No individual member of the Council shall give orders to any officer or employee of the City. Recommendations for improvements in the City government operations shall come through the City Manager, but each member of the Council shall be free to discuss or recommend improvements to the City Manager, and the Council is free to direct the City Manager to implement specific recommendations for improvement in City government operations.
- (b) No present or former elected City official shall hold any compensated appointive office or employment with the City until one year after the expiration of the official's elected term.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 14-01, § 1, Exh. A, 11-6-01)

Sec. 4.05. - Compensation.

- (a) Commencing January 1, 2021, the Mayor shall receive the sum of \$800.00 per month during the term of his or her office and each Council Member shall receive the sum of \$650.00 per month during his or her term of office. At the beginning of each fiscal year, Mayor and Council compensation shall be adjusted based upon the CPI Index (CPI-U) from the previous calendar year.
- (b) An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of January following the first regular election of the City subsequent to the adoption of such ordinance.
- (c) The council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 04-2020, §§ 2—5, 7-22-20)

Sec. 4.06. - Vacancies.

The office of a member of the Council shall become vacant upon the member's inability to fulfill the duties of the office, resignation, or removal from office as authorized by law or this Charter.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 4.07. - Forfeiture of office.

- (a) A member of the Council may forfeit his/her office, if the member:
- (i) Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law;
 - (ii) Violates any express prohibition of this Charter;
 - (iii) Is convicted of a felony or criminal misdemeanor; or
 - (iv) Fails to attend three regular meetings of the Council within any twelve-month period without being excused by an affirmative vote of at least three members of the City Council.

If any of these events within this section should occur and a written complaint is filed with the City Clerk alleging such a forfeiture event, a hearing shall automatically be conducted at the next regularly scheduled Council meeting to determine whether a forfeiture event has occurred. At this hearing, if a forfeiture event is determined to have occurred by the City Council, the City Council shall suspend the member with pay for up to 60 days. The City Council and suspended member may gather facts and evidence, and within the time established by the City Council, but not less than 15 days after the suspension date of the Council member or more than 60 days after the suspension date, unless the City Council and the accused Council member agree to an extension, the City Council shall conduct a forfeiture hearing. Based upon the facts and evidence presented at the hearing, the Council, by affirmative vote of at least 3 council members, may declare the member to be in violation of the Charter. Upon determination of violation of Charter, the Council, by affirmative vote of at least 3 council members may declare the member to have forfeited office.

- (b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period without being excused by affirmative vote of at least three members of the City Council. If absences are unexcused, the Council will follow the process established in Section 4.07(a).

Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. Absences due to suspension do not count for the purposes of forfeiting a Council member's office. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from a meeting.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 11-06, § 1, 5-3-06; Ord. No. 06-13, §§ 4, 5, 7-3-13; Ord. No. 04-2020, §§ 10—13, 7-22-20)

Sec. 4.08. - Filling of vacancies.

A vacancy on the Council, except for the position of Mayor, shall be filled by appointment by majority vote of the Council members remaining, and said appointment shall be effective until a successor is chosen at the next regular election. In the event that all members of the Council are removed by death, disability, law, or

forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within 90 days following the occurrence of the vacancies or as soon thereafter as the Volusia County Supervisor of Elections can conduct the election.

In the event that the Mayor becomes unable to fulfill the duties of his/her office, ceases to be qualified, or is removed from office as provided by law or this Charter, the Vice Mayor of the Council shall assume the full powers and duties of the Mayor under the following conditions:

- (a) If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within 45 days of the occurrence of the vacancy or as soon thereafter as the Volusia County Supervisor of Elections can conduct the election; or
- (b) If less than six months remain in the current term of the Mayor, the Vice Mayor of the Council shall temporarily relinquish his/her office as Council Member and shall assume the office of Mayor for the remainder of the unexpired term. The Council vacancy thus created shall be filled by an interim appointment under the provisions of this Charter, to be effective only until such time as the Mayor resumes his/her office or until the expiration of the term of the office, whichever occurs first.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 06-13, §§ 2, 3, 7-3-13; Ord. No. 04-2020, §§ 6, 7, 7-22-20)

Sec. 4.09. - Judge of qualifications.

The Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths, and require the production of evidence.

A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the City Clerk by certified mail, by process server, hand delivery, or verified electronic means, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 04-2020, §§ 10, 11, 7-22-20)

Sec. 4.10. - Independent financial audit.

The Council shall provide for an independent annual financial audit of all City accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or in any of its officers. Residency in the City shall not be construed as a prohibited interest.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 4.11. - Meetings.

The Council shall meet regularly at least once every month at such times and locations within the boundaries of the City as the Council may prescribe.

Special meetings and workshops of the Council may be held on the call of the Mayor or the City Manager and, whenever practical, upon no less than a 24-hour notice to each member and the public. Action taken at a special meeting shall be limited to the purposes for which the special meeting is called.

All meetings shall be public and shall be scheduled to commence no earlier than 7:00 a.m. nor later than 10:00 p.m. The Council shall provide a reasonable period of time at each regularly scheduled meeting for members of the public to address the Council upon matters relating to the City or of concern to its citizens.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 06-13, §§ 6, 7, 7-3-13; Ord. No. 04-2020, §§ 12, 13, 7-22-20)

State Law reference— Open meetings, F.S. § 286.011.

Sec. 4.12. - Rules and journal.

The Council shall determine its own rules and order of business and shall provide for keeping a journal and minutes and votes of its proceedings. The journal and minutes shall be public records.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 4.13. - Voting/quorum.

Roll call voting shall be required upon the specific request of a Council member and shall be recorded in the minutes; otherwise, voting shall be by ayes and nays.

Three members of the Council shall constitute a quorum. No action of the Council shall be valid or binding unless adopted by the affirmative vote of a majority of the Council Members present at the time a quorum exists.

All council members in attendance shall vote on all Council actions, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest as defined under general law.

For the purposes of this Charter, attendance at a council meeting shall mean physical presence. A council member who is not physically present at a regular or special council meeting shall not participate in said meeting or vote on any issue.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 14-01, § 1, Exh. A, 11-6-01; Ord. No. 04-2020, §§ 12, 13, 7-22-20)

ARTICLE V. - NOMINATIONS AND ELECTIONS; TERMS OF OFFICE

Footnotes:

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State Law reference— *Florida election code, F.S. chs. 97—106.*

Sec. 5.01. - Elections.

The Council establishes the City's election qualifying dates and the City's election schedule as follows:

- (a) In even-numbered years, the City shall hold its election qualifying period in accordance with general law as such pertains to county offices.
- (b) The Council by simple majority vote may change any qualifying or election date in order to avoid a conflict with a religious holiday. The Council may change any qualifying period or election date as may be authorized by state law.

(Ord. No. 95-13, § 1, 6-21-95; Ord. No. 15-96, § 1, 8-7-96; Ord. No. 07-99, §§ 1, 2, 6-2-99; Ord. No. 05-11, § 1, 5-18-11; Ord. No. 06-13, § 2, 3, 8, 9, 7-3-13; Ord. No. 04-2020, §§ 4—7, 7-22-20)

Editor's note— Section 1 of Ord. No. 07-99 provides that the City of DeBary exempts itself from the application of Laws of Fla., ch. 95-462, as amended.

Sec. 5.02. - Commencement of term.

The terms of members of the Council shall begin on January 1st of the year following the election.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 5.03. - Terms of office.

The term of office for all Council seats is four (4) years for members elected in 2014 and thereafter. No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office. A candidate who has been elected to two (2) consecutive full terms of office may requalify for any vacant seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office. Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 15-01, § 1, Exh. A, 11-6-01; Ord. No. 06-11, § 2, 9-7-11; Ord. No. 04-2020, §§ 14, 15, 7-22-20)

Sec. 5.04. - Qualified electors.

Any person who is a resident of the City, who has qualified as an elector of the state, and who registers in the manner prescribed by law shall be an elector of this City.

(Ord. No. 15-96, § 1, 8-7-96)

State Law reference— Electors, F.S. chs. 97, 98.

Sec. 5.05. - Adoption of election procedures.

The Council, by ordinance, shall adopt such election procedures as are necessary.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 5.06. - Nonpartisan elections.

All elections for officers of the City shall be conducted on a nonpartisan basis without any designation of political party affiliation.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 5.07. - Multiple candidates; nomination of candidates, petitions for placement on ballot.

When there are fewer than three (3) qualified persons nominated by petition for the office of mayor, then and in that event only, no primary election shall be held for the election of Mayor, and the City Clerk shall declare the person or persons so nominated by petition as nominee or nominees for the office of Mayor or for said City at the general election; however, if more than two (2) qualified persons are nominated for the office of Mayor, then the City Clerk shall include the nominees in the primary election. A candidate who receives a majority of the votes cast shall be declared to be the Mayor. If no candidate receives a majority of the votes cast, the names of the two (2) candidates for nomination to the office of Mayor who shall receive the greatest vote in such primary election shall be placed upon the ballot at the next general municipal election. The candidate at the general election who shall receive the greater number of votes at said general election for the office of Mayor shall be declared to be the Mayor.

When there are fewer than three (3) qualified persons nominated by petition, for the office of City Council, the City Clerk shall declare the person or persons so nominated by petition, as nominee or nominees for the office of City Council at the general municipal election; however, if more than two (2) qualified persons are nominated by petition, then the City Clerk shall include the nominee in the primary election as herein provided.

A candidate who receives a majority of the votes cast in said primary election shall be declared elected to the City Council. If no candidate receives a majority of the votes cast, the names of the two (2) candidates for nomination to the office of City Council who shall receive the greatest vote in said primary election shall be placed on the ballot at the next general municipal election. The ballot to be used at said elections shall be so arranged as to show clearly and to designate the names of the candidates for Mayor and the candidates for City Council. A tie vote between two (2) or more candidates for the office of Mayor or between two (2) or more candidates for the office of City Council shall be determined by the drawing of lots.

(Ord. No. 95-13, § 8, 6-21-95; Ord. No. 15-96, § 1, 8-7-96)

Sec. 5.08. - Recall.

The qualified electors of the municipality shall have the power to recall and to remove any elected official of the City as prescribed by general law.

(Ord. No. 15-96, § 1, 8-7-96)

State Law reference— Municipal recall, F.S. § 100.361.

ARTICLE VI. - CITY MANAGER

Sec. 6.01. - Appointment and qualifications.

The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for a definite or indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 16-01, § 1, Exh. A, 11-6-01; Ord. No. 04-2020, §§ 10, 11, 7-22-20)

Sec. 6.02. - Removal.

The Council may remove the City Manager for any reason by affirmative vote of a majority of all Council Members. If the vote is less than unanimous by all Council Members, the City Manager may, within seven days of the dismissal motion by Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 16-01, § 1, Exh. A, 11-6-01)

Sec. 6.03. - Powers and duties.

The City Manager shall be the chief administrative officer of the City and shall implement and administer all ordinances, resolutions, and policies adopted by the Council and shall perform such other duties as may be required by the Council or law. The City Manager shall be responsible to the Council and shall have the following powers and duties:

- (a) To hire or fill existing positions and, when the City Manager deems it necessary for the good of the City service, suspend or remove City employees, except as otherwise provided by law or this Charter.
- (b) To direct and supervise the administration of all employees, departments, and agencies of the City, except as otherwise provided by this Charter or by law.
- (c) To attend all Council meetings unless excused by the Council, and shall have the right to take part in discussion but may not vote.
- (d) To ensure that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the City Manager or by officers subject to the City Manager's direction and supervision, are faithfully executed.
- (e) To submit to the Council and make available to the public a complete report on the administrative activities of the City as of the end of each fiscal year.
- (f) To make such other reports as the Council may require concerning the operation of City departments, offices, and agencies subject to the City Manager's direction and supervision.
- (g) To keep the Council fully advised as to the condition and future needs of the City and to make written recommendations to the Council concerning the affairs of the City.
- (h) When needed, to perform the duties of City Clerk in addition to the duties of City Manager during any period of time so appointed by the Council.
- (i) To perform such other duties as are specified in this Charter or as may from time to time be assigned by the Council.

(Ord. No. 15-96, § 1, 8-7-96)

ARTICLE VII. - CITY CLERK

Sec. 7.01. - Appointment; duties.

There may be a City Clerk who shall be appointed by the City Manager. The City Clerk shall serve at the pleasure of the City Manager and shall:

- (a) Give notice of Council meetings to its members and the public.
- (b) Keep the journal and minutes of the proceedings of the Council and its committees, which shall

be public records.

- (c) Authenticate by signature and record in full in books kept for that purpose all ordinances and resolutions passed by the Council.
- (d) Be the custodian of the City seal.
- (e) Have the power to administer oaths.
- (f) Perform such other duties as may be assigned by the City Manager.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 17-01, § 1, Exh. A, 11-6-01)

ARTICLE VIII. - CITY ATTORNEY

Sec. 8.01. - Appointment; duties.

There shall be a City Attorney appointed by the Council, by an affirmative vote of a majority of all Council Members, who may represent the City in all legal proceedings and shall perform all other duties assigned by the Council. The Council may remove the City Attorney for any reason by motion requiring three affirmative votes.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 18-01, § 1, Exh. A, 11-6-01)

ARTICLE IX. - ADMINISTRATIVE DEPARTMENTS

Sec. 9.01. - Establishment of additional departments.

The Council may establish such other departments as it determines necessary for the efficient administration and operation of the City; such departments, offices, or agencies shall be established by ordinance.

(Ord. No. 15-96, § 1, 8-7-96)

ARTICLE X. - ORDINANCES AND RESOLUTIONS

Footnotes:

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State Law reference— *Minimum mandatory procedure for adoption of ordinances and resolutions, F.S. § 166.041.*

Sec. 10.01. - Definition of ordinances and resolutions.

As used in this Charter, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

- (a) "Ordinance" means an official legislative action of the Council, which action is a regulation of a general and permanent nature and enforceable as a local law.
- (b) "Resolution" means an expression of the Council concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the City.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 10.02. - Adoption of ordinances.

Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject which shall be clearly expressed in its title. The enacting clause for an ordinance shall be:

"IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS..."

An ordinance may be introduced by the Mayor, a majority vote of the City Council, or the City Manager. Proposed ordinances must be noticed and adopted in accordance with general law. The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public.

To meet a public emergency affecting life, health, property, or the public peace, the Council, by at least a two-thirds vote of a quorum of the Council, as defined in Section 4.13, may adopt an emergency ordinance without complying with the requirements of notice expressed in the foregoing paragraph. An emergency ordinance may not levy taxes; grant, renew, or extend a franchise; set service or user charges for any municipal services; or authorize the borrowing of money. An emergency ordinance shall become effective upon adoption and automatically stand repealed as of the 61st day following the date on which it was adopted. This shall not prevent reenactment of such ordinance under regular procedures.

Ordinances which rezone specific parcels of private real property or which substantially change permitted use categories shall be enacted pursuant to general law.

An ordinance shall, upon its final passage be signed by the Mayor and the City Clerk and be recorded in a book kept for that purpose. A copy of the ordinance shall be available in the City Hall.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 19-01, § 1, Exh. A, 11-6-01; Ord. No. 04-2020, §§ 10, 11, 7-22-20)

Sec. 10.03. - Adoption of resolutions.

Every proposed resolution shall be introduced in writing and in the form required for final adoption. No resolution shall contain more than one subject which shall be clearly expressed in its title. The clause which shall be used for all resolutions approved by the Council shall be:

"IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS..."

A resolution may be introduced by the Mayor or any member of the Council at any regular or special meeting of the Council.

A resolution shall, upon its final passage, be signed by the Mayor and the City Clerk and recorded in a book kept for that purpose. A copy of the resolution shall be available in the City Hall.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 19-01, § 1, Exh. A, 11-6-01; Ord. No. 04-2020, §§ 10, 11, 7-22-20)

ARTICLE XI. - FINANCIAL PROCEDURES

Footnotes:

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State Law reference— *Taxation and finance, F.S. § 166.101 et seq.*

Sec. 11.01. - Fiscal year.

The fiscal year of the City shall begin on the first day of October and end on the last day of September.

(Ord. No. 15-96, § 1, 8-7-96)

State Law reference— Mandatory fiscal year, F.S. § 166.241.

Sec. 11.02. - Submission of budget and budget message.

On or before the 15th day of July of each year, the City Manager shall submit to the Council a budget in accordance with state law. It shall outline the financial policies of the City for the ensuing fiscal year; describe the important features of the budget; indicate any major changes from the current year in financial policy, including any changes in budgetary accounting methods from the current year expenditures and revenues together with the reasons for such changes; summarize the City's debt position; and include such other material as the City Manager deems necessary.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 11.03. - Council action on the budget.

- (a) The Council shall adopt the budget by resolution on or before the 30th day of September each year.
- (b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of eighty-four (84) months, unless mandated by state or federal governing agencies.
- (c) The Council shall adopt a formal debt management policy by ordinance.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 20-01, § 1, Exh. A, 11-6-01; Ord. No. 13-06, § 1, 5-3-06; Ord. No. 15-06, § 1, 5-3-06)

State Law reference— Mandatory procedures for adoption of budget, F.S. § 200.065.

Sec. 11.04. - Public records.

Copies of the budget and the capital program as adopted shall be public records and shall be made available to the public at suitable locations in the City.

(Ord. No. 15-96, § 1, 8-7-96)

State Law reference— Public records, F.S. ch. 119.

Sec. 11.05. - Budget amendments.

- (a) *Supplemental appropriations.* If, during the fiscal year, the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council, by resolution, may make supplemental appropriations for the year up to the amount of such excess, so long as a fiscally responsible reserve is maintained.
- (b) *Emergency appropriations.* To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriations, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made if the emergency notes are to be paid from sources other than ad valorem taxes levied by the City. If the emergency notes are to be paid from ad valorem taxes levied by the City, the emergency notes and any renewals thereof may not have a maturity greater than twelve months from the date of issuance.

(c)

Reduction of appropriations. If, during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose may, by resolution, reduce one or more appropriations.

(d) *Transfer of appropriations.* At any time during the fiscal year, the City Manager may transfer any unencumbered appropriations among programs within a department, office, or agency, and, upon written request by the City Manager, the Council may by resolution transfer between funds any unencumbered appropriations from one department, office, or agency to another.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 20-01, § 1, Exh. A, 11-6-01; Ord. No. 04-2020, §§ 4, 5, 7-22-20)

ARTICLE XII. - INITIATIVE AND REFERENDUM

Sec. 12.01. - Initiative and referendum.

At least 25 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, and if the Council fails to adopt such ordinance so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance, or the repeal of the adopted ordinance, on the ballot at the next general election.

(Ord. No. 15-96, § 1, 8-7-96)

ARTICLE XIII. - CHARTER AMENDMENTS

Footnotes:

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State Law reference— *Procedure for adopting Charter amendments, F.S. § 166.031.*

Sec. 13.01. - Initiation by ordinance.

The Council may, by ordinance, propose amendments to any or all of this Charter to be submitted to the electors, as provided by general law.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 13.02. - Initiation by petition.

The electors of the City may propose amendments to this Charter by petition signed by at least ten percent (10%) of the registered electors as of the last preceding municipal general election, to be placed before the electors, as provided by general law.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 21-01, § 1, Exh. A, 11-6-01)

Sec. 13.03. - Charter review.

The Charter will be reviewed at least every eight (8) years.

A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least twelve months before the next scheduled election and complete its work and present any recommendations for change no later than 180 days before the election.

The Council shall hold a minimum of two public hearings on the proposed changes of the Charter prior to placing the proposed changes on the scheduled election ballot.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 21-01, § 1, Exh. A, 11-6-01; Ord. No. 04-2020, §§ 6, 7, 7-22-20)

ARTICLE XIV. - SEVERABILITY

Sec. 14.01. - Invalidity of Charter provision or application.

If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of this Charter or any of its provisions to any person or circumstance is held invalid, the application of the [Charter and its provisions to other persons or] circumstances shall not be affected thereby.

(Ord. No. 15-96, § 1, 8-7-96)

ARTICLE XV. - TRANSITION

Footnotes:

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Editor's note— Ord. No. 15-96, § 1, adopted Aug. 7, 1996, amended Art. XV in its entirety, in effect repealing and reenacting said article, to read as herein set out. The former Art. XV, §§ 15.01—15.12 pertained to similar subject matter and derived from the original codification.

Sec. 15.01. - Creation and establishment of the City of DeBary.

For the purpose of compliance with F.S. § 200.066, relating to assessment and collection of ad valorem taxes, the City of DeBary is hereby created and established effective December 31, 1993.

(Ord. No. 15-96, § 1, 8-7-96)

Sec. 15.02. - Transitional ordinances and resolutions.

The Council shall adopt ordinances and resolutions required to effect any revisions or amendments made to the Charter.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 22-01, § 1, Exh. A, 11-6-01)

Sec. 15.03. - Contractual services and facilities.

Services for fire, police, public works, parks and recreation, planning and zoning, building inspection, development reviews, animal control, and solid waste collection may be supplied by contract between the City and any governmental entity or private entity until such time as the City Council establishes such independent services.

Facilities for housing the newly formed municipal operations may be rented or leased until the City is in the position to obtain its own facilities.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 22-01, § 1, Exh. A, 8-1-01)

Editor's note— Ord. No. 22-01, § 1, Exh. A, adopted Aug. 1, 2001, which passed at referendum on Nov. 6, 2001, repealed former §§ 15.03 and 15.04, and renumbered §§ 15.05—15.08 as §§ 15.03—15.06. The former §§ 15.02 and 15.03 pertained to transitional comprehensive plan and transitional land development regulations, and derived from Ord. No. 15-96, § 1, adopted Aug. 7, 1996.

Sec. 15.04. - Ordinances preserved.

All Ordinances in effect upon the adoption of any revision or amendment to this Charter, to the extent not inconsistent with this Charter, as revised or amended, shall remain in full force until repealed or changed as provided herein.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 22-01, § 1, Exh. A, 8-1-01)

Note— See the editor's note following [§ 15.03](#).

Sec. 15.05. - Rights of officers and employees.

Nothing contained in any revision or amendment to this Charter except as otherwise specifically provided, shall affect or impair the rights or privileges of persons who are City officers or employees at the time of adoption of any such revision or amendment. Elected officials shall continue to hold their offices and discharge the duties thereof until their successors are elected or appointed as provided here in.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 22-01, § 1, Exh. A, 8-1-01)

Note— See the editor's note following § 15.03.

Sec. 15.06. - Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the City shall continue except as modified pursuant to the provisions of any revisions or amendments to this Charter.

(Ord. No. 15-96, § 1, 8-7-96; Ord. No. 22-01, § 1, Exh. A, 8-1-01)

Note— See the editor's note following § 15.03.

CHARTER COMPARATIVE TABLE - LAWS OF FLORIDA

This table shows the location of the sections of the basic Charter and any amendments thereto.

Laws of Fla. Chapter	Section	Section this Charter
93-351	I—XV	I—XV

CHARTER COMPARATIVE TABLE - ORDINANCES

This table shows the location of the sections of the basic Charter and any amendments thereto.

Ordinance Number	Adoption Date	Referendum Date	Section	Section this Charter
95-13	6-21-95		1	<u>5.01</u>
			<u>8</u>	<u>5.07</u>
15-96	<u>8- 7-96</u>		1	<u>1.01, 1.02</u>
				<u>2.01, 2.02</u>
				<u>3.01, 3.02</u>
				<u>4.01—4.13</u>
				<u>5.01—5.08</u>
				<u>6.01—6.03</u>
				<u>7.01</u>

				<u>8.01</u>
				<u>9.01</u>
				<u>10.01—10.03</u>
				<u>11.01—11.05</u>
				<u>12.01</u>
				<u>13.01—13.03</u>
				<u>14.01</u>
			Rpld	<u>15.01—15.12</u>
			Added	<u>15.01—15.08</u>
07-99	6- 2-99		1, 2	<u>5.01</u>
13-01	<u>8-</u> 1-01		1, Exh. A	<u>3.01</u>
14-01	11- 6-01		1, Exh. A	<u>4.01(a)</u>
				<u>4.02</u>
				<u>4.04(a)</u>
				<u>4.13</u>
15-01	11- 6-01		1, Exh. A	<u>5.03</u>
16-01	11- 6-01		1, Exh. A	<u>6.01, 6.02</u>
17-01	11- 6-01		1, Exh. A	<u>7.01</u>
18-01	11- 6-01		1, Exh. A	<u>8.01</u>
19-01	11- 6-01		1, Exh. A	<u>10.02, 10.03</u>
20-01	11- 6-01		1, Exh. A	<u>11.03(b)</u>
				<u>11.05(b)</u>
21-01	11- 6-01		1, Exh. A	<u>13.02, 13.03</u>
22-01	<u>8-</u> 1-01		1, Exh. A	<u>15.02</u>
			Rpld	<u>15.03, 15.04</u>
			Rnbd	<u>15.05—15.08</u>
			as	<u>15.03—15.06</u>
10-06	5- 3-06	11- 7-06	1 Added	<u>3.03</u>
11-06	5- 3-06	11- 7-06	1	<u>4.07(d)</u>
13-06	5- 3-06	11- 7-06	1	<u>11.03(b)</u>
15-06	5- 3-06	11- 7-06	1 Added	<u>11.03(c)</u>
05-11	5-18-11		1	<u>5.01</u>
06-11	<u>9-</u> 7-11	11- 8-11	2	<u>5.03</u>
06-13	<u>7-</u> 3-13	11- 5-13	2, 3	<u>4.01, 4.02,</u>
				<u>4.08, 5.01</u>
			4, 5	<u>4.07</u>
			6, 7	<u>4.11</u>
			<u>8, 9</u>	<u>5.01</u>
<u>04-2020</u>	7-22-20	11- 3-20	2, 3	<u>4.05</u>
			4, 5	<u>2.01</u>
				<u>4.03</u>
				<u>4.05</u>
				<u>5.01</u>

				<u>11.05</u>
			6, 7	<u>4.08</u>
				<u>5.01</u>
				<u>13.03</u>
			10, 11	<u>4.07</u>
				<u>4.09</u>
				<u>6.01</u>
				<u>10.02, 10.03</u>
			12, 13	<u>4.07</u>
				<u>4.11</u>
				<u>4.13</u>
			14, 15	<u>5.03</u>



Charter Review Commission

Article I

CORPORATE NAME/PURPOSE OF THE CHARTER	
Current Language	Recommended Change
<p>Sec. 1.01. - City of DeBary. The municipality hereby established shall be known as the City of DeBary, Florida</p>	NO CHANGE
<p>Sec. 1.02. - Purpose of the Charter. This Charter is ordained and established by the people of the City of DeBary, Florida, to promote the general welfare and common good of the community by providing the framework within which a municipal corporation exercises municipal home rule powers under the Constitution and laws of the State of Florida.</p>	NO CHANGE

Charter Review Commission

Article II

TERRITORIAL BOUNDARIES

Current Language	Recommended Change
<p>Sec. 2.01. - Boundaries of the City of DeBary.</p> <p>The territorial boundaries of the City of DeBary shall include the following areas situated in the County of Volusia, State of Florida:</p> <p>BEGIN at the point of intersection of the thread of the St. Johns River with the North line of the South one-half of Section 19, Township 18 South, Range 30 East, Volusia County, Florida; thence Easterly along the North lines of the South one-half of Sections 19, 20, 21, and 22, Township 18 South, Range 30 East, to a point of intersection with the Easterly right-of-way line of U.S. Highway 17 & 92 in said Section 22; thence Southwesterly, along said Easterly right-of-way line, to a point of intersection with the Northerly right-of-way line of Highbanks Road in Section 27, Township 18 South, Range 30 East; thence Easterly, along said Northerly right-of-way line, to a point of intersection with the Easterly right-of-way line of Enterprise Road in Section 25, Township 18 South, Range 30 East; thence Southeasterly, along said Easterly right-of-way line, to a point of intersection with the Westerly right-of-way line of Interstate Highway #4 (1-4) in said Section 36, Township 18S, Range 30E; thence Southwesterly, along said Westerly right-of-way line, to a point of intersection with the thread of the St. Johns River; thence Northerly, along said thread of the St. Johns River, to the POINT OF BEGINNING.</p>	<p>NO CHANGE ENTER MAP</p> <p style="text-align: right; color: red;">1/15/2020</p>

Charter Review Commission

Article II

TERRITORIAL BOUNDARIES

Current Language	Recommended Change
<p>Sec. 2.02. - Extension of the corporate limits/annexation.</p> <p>The corporate limits of the City of DeBary may be revised as provided by general law.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article III

GENERAL POWERS OF THE MUNICIPALITY	
Current Language	Recommended Change
<p>Sec. 3.01. - All powers possible.</p> <p>The City of DeBary shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government; perform municipal functions; and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.</p> <p>The powers of the City of DeBary shall be construed liberally in favor of the municipality, limited only by the Constitution, general law, and specific limitations contained herein. The specific mention of particular powers in the Charter shall not be constructed as limiting in any way the general power granted in this article.</p>	<p>NO CHANGE</p>
<p>Sec. 3.02. - Joint exercise of powers.</p> <p>The City may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation by contract or otherwise, with any one or more states, counties, municipalities, or any agencies thereof, or the United States or any agency thereof, or private vendors serving a public purpose.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article III

GENERAL POWERS OF THE MUNICIPALITY	
Current Language	Recommended Change
<p>Sec. 3.03. - Eminent domain.</p> <p>The City is prohibited from exercising its power of eminent domain for the sole purpose of:</p> <ul style="list-style-type: none"> (a) Conferring a private benefit on a particular private party; or (b) Transferring private property to another private party. 	<p>Sec. 3.03. - Eminent domain.</p> <p style="color: red; font-weight: bold; font-size: 1.2em;">NO CHANGE</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.01. - Mayor and Council Members.</p> <p>(a) There shall be a City Council, hereinafter referred to as the Council, with all powers of the City vested therein, except as otherwise provided by this Charter, consisting of a Council Member designated as the Mayor and four other Council Members, all of whom shall be elected from the City at-large.</p>	<p>NO CHANGE</p>
<p>Sec. 4.01. - Mayor and Council Members.</p> <p>(b) Council seats shall be designated as seats #1, #2, #3, #4, and #5. Council seat #5 is assigned to the Mayor. Candidates shall be required to seek election to a specific seat on the Council.</p>	<p>NO CHANGE</p>
<p>Sec. 4.01. - Mayor and Council Members.</p> <p>(c) Each member of the Council shall be a registered elector of the City and shall have resided within the corporate limits of the municipality for a minimum of one year prior to qualifying for election.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.01. - Mayor and Council Members.</p> <p>(d) The Council members are elected officials who are accountable to the citizens at regularly held elections and who are subject to recall as provided by law. The citizens, through these processes, have the opportunity to elect, re-elect, or dismiss their elected officials whose promise of performance or actual performance in office best reflects the policies which the citizens desire to implement in the government of the City.</p>	<p>NO CHANGE</p>
<p>Sec. 4.01. - Mayor and Council Members.</p> <p>(e) Policymaking is the sole prerogative of the Council. Administrative staff, whether hired or appointed under terms of this Charter, is subordinate to the elected officials, whose power derives from the consent of, and election by, the citizens of the City.</p>	<p>NO CHANGE</p>
<p>Sec. 4.01. - Mayor and Council Members.</p> <p>(f) Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council, including the establishment of boards, commissions, and committees. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the municipality by law.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.02. - Mayor.</p> <p>The Mayor shall serve as Chairperson during meetings of the Council. In addition, the Mayor shall:</p> <p>(a) Serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance;</p> <p>(b) Serve as the ceremonial head of the City;</p> <p>(c) Be responsible to the Governor for the purposes of military law;</p> <p>(d) Shall perform such other duties, consistent with his/her office, as may be delegated to him by the City Council.</p>	<p>(e) Shall perform such other duties, consistent with his/her office, as may be delegated to him/HER by the City Council.</p> <p style="text-align: right; color: red;">(1/29/2020)</p>
<p>Sec. 4.03. – Vice Mayor.</p> <p>At the first regularly scheduled meeting following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.</p>	<p>Sec. 4.03. – Vice Mayor.</p> <p>At the first regularly scheduled meeting IN JANUARY following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.</p> <p style="text-align: right; color: red;">1/15/2020</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.04. - Prohibitions.</p> <p>(a) Neither the Council, nor any individual member of the Council, shall in any manner dictate the employment or removal of any employee other than the City Manager and City Attorney, but the Council may express its views and fully and freely discuss with the City Manager anything pertaining to the appointment or removal of such officers or employees. No individual member of the Council shall give orders to any officer or employee of the City. Recommendations for improvements in the City government operations shall come through the City Manager, but each member of the Council shall be free to discuss or recommend improvements to the City Manager, and the Council is free to direct the City Manager to implement specific recommendations for improvement in City government operations.</p> <p>(b) No present or former elected City official shall hold any compensated appointive office or employment with the City until one year after the expiration of the official's elected term.</p>	<p>NO CHANGES</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.05. - Compensation.</p> <p>(a) Commencing January 1, 1997, the Mayor shall receive the sum of \$500.00 per month during the term of his or her office and each Council Member shall receive the sum of \$400.00 per month during his or her term of office. An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of the first month following the first regular election of the City subsequent to the adoption of such ordinance.</p> <p>(b) The council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.</p>	<p>(a) Commencing January 1, 2021, the Mayor shall receive the sum of \$800.00 per month during the term of his or her office and each Council Member shall receive the sum of \$650.00 per month during his or her term of office. AT THE BEGINNING OF EACH FISCAL YEAR, MAYOR AND COUNCIL COMPENSATION SHALL BE ADJUSTED BASED UPON THE CPI INDEX (CPI-U) FROM THE PREVIOUS CALENDAR YEAR.</p> <p>(b) An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of JANUARY following the first regular election of the City subsequent to the adoption of such ordinance.</p> <p>(c) The council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.</p> <p style="text-align: right;">1/15/2020</p>
<p>Sec. 4.06. - Vacancies.</p> <p>The office of a member of the Council shall become vacant upon the member's inability to fulfill the duties of the office, resignation, or removal from office as authorized by law or this Charter.</p>	<p style="text-align: center;">NO CHANGES</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.07. - Forfeiture of office.</p> <p>(a) A member of the Council may forfeit his/her office, if the member:</p> <ul style="list-style-type: none"> i. Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law; ii. Violates any express prohibition of this Charter; or iii. Is convicted of a felony or criminal misdemeanor. <p>If any of these events should occur, a hearing shall automatically be conducted at the next regularly scheduled Council meeting, and the member may be declared to have forfeited office by majority vote of the Council.</p>	<p>Sec. 4.07. - Forfeiture of office.</p> <p>(a) A member of the Council may forfeit his/her office, if the member:</p> <ul style="list-style-type: none"> i. Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law; ii. Violates any express prohibition of this Charter; or iii. Is convicted of a felony or criminal misdemeanor. iv. FAILS TO ATTEND THREE REGULAR MEETINGS OF THE COUNCIL WITHIN ANY TWELVE-MONTH PERIOD WITHOUT BEING EXCUSED BY AN AFFIRMATIVE VOTE OF AT LEAST THREE MEMBERS OF THE CITY COUNCIL. <p>If any of these events WITHIN THIS SECTION should occur AND A WRITTEN COMPLAINT IS FILED WITH THE CITY CLERK ALLEGING SUCH A FORFEITURE EVENT, a hearing shall be conducted at the next regularly scheduled Council meeting TO DETERMINE WHETHER A FORFEITURE EVENT HAS OCCURRED. AT THIS HEARING, IF A FORFEITURE EVENT IS DETERMINED TO HAVE OCCURRED BY THE CITY COUNCIL, THE CITY COUNCIL SHALL SUSPEND THE MEMBER WITH PAY FOR UP TO 60 DAYS. THE CITY COUNCIL AND SUSPENDED MEMBER MAY GATHER FACTS AND EVIDENCE, AND WITHIN THE TIME ESTABLISHED BY THE CITY COUNCIL, BUT NOT LESS THAN 15 DAYS AFTER THE SUSPENSION DATE OF THE COUNCIL</p>

MEMBER OR MORE THAN 60 DAYS AFTER THE SUSPENSION DATE UNLESS THE CITY COUNCIL AND THE ACCUSED COUNCIL MEMBER AGREE TO AN EXTENSION, THE CITY COUNCIL SHALL CONDUCT A FORFEITURE HEARING. BASED UPON THE FACTS AND EVIDENCE PRESENTED AT THE HEARING, THE COUNCIL, BY AFFIRMATIVE VOTE OF AT LEAST THREE COUNCIL MEMBERS, MAY DECLARE the member to have forfeited office.

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.07. - Forfeiture of office.</p> <p>(b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period regardless of the reason for absence. Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from the meeting.</p>	<p>Sec. 4.07. - Forfeiture of office.</p> <p>(b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period WITHOUT BEING EXCUSED BY AFFIRMATIVE VOTE OF AT LEAST THREE MEMBERS OF THE CITY COUNCIL. IF ABSENCES ARE UNEXCUSED, THE COUNCIL WILL FOLLOW THE PROCESS ESTABLISHED IN Section 4.07(a).</p> <p>Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. ABSENCES DUE TO SUSPENSION DO NOT COUNT FOR THE PURPOSES OF FORFIEITING A COUNCIL MEMBER'S OFFICE. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from the meeting.</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.08. - Filling of vacancies.</p> <p>A vacancy on the Council, except for the position of Mayor, shall be filled by appointment by majority vote of the Council members remaining, and said appointment shall be effective until a successor is chosen at the next regular election. In the event that all members of the Council are removed by death, disability, law, or forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within 45 days following the occurrence of the vacancies.</p> <p>In the event that the Mayor becomes unable to fulfill the duties of his/her office, ceases to be qualified, or is removed from office as provided by law or this Charter, the Vice Mayor of the Council shall assume the full powers and duties of the Mayor under the following conditions:</p> <p>(a) If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within 45 days of the occurrence of the vacancy; or</p> <p>(b) If less than six months remain in the current term of the Mayor, the Vice Mayor of the Council shall temporarily relinquish his/her office as Council Member and shall assume the office of Mayor for the remainder of the unexpired term. The Council vacancy thus created shall be filled by an interim appointment under the provisions of this Charter, to be effective only until such time as the Mayor resumes his/her office or until the expiration of the term of the office, whichever occurs first.</p>	<p>Sec. 4.08. - Filling of vacancies.</p> <p>A vacancy on the Council, except for the position of Mayor, shall be filled by appointment by majority vote of the Council members remaining, and said appointment shall be effective until a successor is chosen at the next regular election. In the event that all members of the Council are removed by death, disability, law, or forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within 90 days following the occurrence of the vacancies OR AS SOON THEREAFTER AS THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS CAN CONDUCT THE ELECTION.</p> <p>In the event that the Mayor becomes unable to fulfill the duties of his/her office, ceases to be qualified, or is removed from office as provided by law or this Charter, the Vice Mayor of the Council shall assume the full powers and duties of the Mayor under the following conditions:</p> <p>(a) If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within 90 days following the occurrence of the vacancies OR AS SOON THEREAFTER AS THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS CAN CONDUCT THE ELECTION; or</p> <p>(b) If less than six months remain in the current term of the Mayor, the Vice Mayor of the Council shall temporarily relinquish his/her office as Council Member and shall assume the office of Mayor for the remainder of the unexpired term. The Council vacancy thus created shall be filled by an interim appointment under the provisions of this Charter, to be effective only until such time as the Mayor resumes his/her office or until the expiration of the term of the office, whichever occurs first.</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.09. -Judge of qualifications.</p> <p>The Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths, and require the production of evidence.</p> <p>A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the City Clerk by certified mail, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.</p>	<p>The Council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths, and require the production of evidence.</p> <p>A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the City Clerk by certified mail, BY PROCESS SERVER, HAND DELIVERY, OR VERIFIED ELECTRONIC MEANS, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing</p>
<p>Sec. 4.10. - Independent financial audit.</p> <p>The Council shall provide for an independent annual financial audit of all City accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or in any of its officers. Residency in the City shall not be construed as a prohibited interest.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.11. - Meetings.</p> <p>The Council shall meet regularly at least once every month at such times and locations within the boundaries of the City as the Council may prescribe.</p> <p>Special meetings and workshops of the Council may be held on the call of the Mayor or the City Manager and, whenever practical, upon no less than a 24-hour notice to each member and the public. Action taken at a special meeting shall be limited to the purpose for which the special meeting is called.</p> <p>All meetings shall be public and shall be scheduled to commence no earlier than 7:00 a.m. nor later than 10:00 p.m. The Council shall provide a reasonable period of time at each regularly scheduled meeting for members of the public to address the Council upon matters relating to the City or of concern to its citizens.</p>	<p>Sec. 4.11. - Meetings.</p> <p>The Council shall meet regularly at least once every month at such times and locations within the boundaries of the City as the Council may prescribe.</p> <p>Special meetings and workshops of the Council may be held on the call of the Mayor or the City Manager and, whenever practical, upon no less than a 24-hour notice to each member and the public. Action taken at a special meeting shall be limited to the purposes for which the special meeting is called. All meetings shall be public and shall be scheduled to commence no earlier than 7:00 a.m. nor later than 10:00 p.m. The Council shall provide a reasonable period of time at each regularly scheduled meeting for members of the public to address the Council upon matters relating to the City or of concern to its citizens.</p>
<p>Sec. 4.12. - Rules and journal.</p> <p>The Council shall determine its own rules and order of business and shall provide for keeping a journal and minutes and votes of its proceedings. The journal and minutes shall be public records.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article IV

CHARTER OFFICERS

Current Language	Recommended Change
<p>Sec. 4.13. - Voting/quorum.</p> <p>Roll call voting shall be required upon the specific request of a Council member and shall be recorded in the minutes; otherwise, voting shall be by ayes and nays.</p> <p>Three members of the Council shall constitute a quorum. No action of the Council shall be valid or binding unless adopted by the affirmative vote of a majority of the Council Members present at the time a quorum exists.</p> <p>All council members in attendance shall vote on all Council actions, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest as defined under general law.</p>	<p style="color: red;">Add this paragraph:</p> <p style="color: red;">FOR THE PURPOSES OF THIS CHARTER, ATTENDANCE AT A COUNCIL MEETING SHALL MEAN PHYSICAL PRESENCE. A COUNCIL MEMBER WHO IS NOT PHYSICALLY PRESENT AT A REGULAR OR SPECIAL COUNCIL MEETING SHALL NOT PARTICIPATE IN SAID MEETING OR VOTE ON ANY ISSUE.</p>

Charter Review Commission

Article V

NOMINATIONS AND ELECTIONS; TERMS	
Current Language	Recommended Change
<p>Sec. 5.01. - Elections.</p> <p>The Council establishes the City's election qualifying dates and the City's election schedule as follows:</p> <p>a) In even-numbered years, the City shall hold its election qualifying during an 11-day period ending simultaneously with the time period established by the Florida Election Code for qualifying for county office in the general election, beginning at 9:00 a.m. and ending at noon on the appropriate days. The City shall have elections on the dates established by the State Election Code for first and second primaries.</p>	<p>The Council establishes the City's election qualifying dates and the City's election schedule as follows:</p> <p>(a) In even-numbered years, the City shall hold its election qualifying period <u>in accordance with general law as such pertains to county offices.</u> the Florida Election Code for qualifying for county office in the general election, beginning at 9:00 a.m. and ending at noon on the appropriate days. The City shall have elections on the dates established by the State Election Code for first and second primaries</p>
<p>Sec. 5.01 - Elections</p> <p>b. In odd-numbered years, the City shall hold its election qualifying during normal business hours between 9:00 a.m. on the first day and 12 noon on the last day during an 11-day qualifying period, the dates and times of which shall be compatible with the date of the City's General Election and determined by and through the Volusia County Supervisor of Elections. The City's General Election shall be held on a date established by and through the Supervisor of Elections that allows for sufficient time under applicable state election law to deliver overseas and military absentee ballots, and the runoff election shall be held on the first Tuesday after the first Monday in November.</p>	<p>ELIMINATE</p>

Charter Review Commission

Article V

NOMINATIONS AND ELECTIONS; TERMS	
Current Language	Recommended Change
<p>Sec. 5.01 - Elections</p> <p>c) The Council by simple majority vote may change any qualifying or election date in order to avoid a conflict with a religious holiday. The Council may change any qualifying period or election date as may be authorized by state law.</p>	<p>NO CHANGE</p>
<p>Sec. 5.02. - Commencement of term.</p> <p>The terms of members of the Council shall begin on January 1st of the year following the election.</p>	<p>The terms of members of the Council shall begin on <u>the day of the first regular meeting in</u> January 1st of the year following the election.</p>

Charter Review Commission

Article V

NOMINATIONS AND ELECTIONS; TERMS

Current Language	Recommended Change
<p>Sec. 5.03. - Terms of office.</p> <p>The term for all Council seats shall remain three (3) years for Council terms commencing prior to January 1, 2015. Commencing in the manner described herein, the term of office for all Council seats shall be for four (4) years. Four (4) year terms for seats 3, 4 and 5 shall commence on January 1, 2015 following the 2014 election for such seats and shall continue thereafter. Four (4) year terms for seats 1 and 2 shall commence on January 1, 2017, following the 2016 election for such seats and shall continue thereafter. No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office. A candidate who has been elected to two (2) consecutive full terms of office may requalify for any vacant seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office. Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.</p>	<p>The term for all Council seats shall remain three (3) years for Council terms commencing prior to January 1, 2015. Commencing in the manner described herein, <u>The term of office for all Council seats is four (4) years for members elected in 2014 and thereafter.</u> Four (4) year terms for seats 3, 4 and 5 shall commence on January 1, 2015 following the 2014 election for such seats and shall continue thereafter. Four (4) year terms for seats 1 and 2 shall commence on January 1, 2017, following the 2016 election for such seats and shall continue thereafter.</p> <p>No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office.</p> <p>A candidate for City Council seat who has been elected to two (2) consecutive full terms of office may requalify for any vacant City Council seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office; unless such candidate is not the mayor and qualifies to run for the mayor's seat in which case, if elected, the two (2) consecutive full terms of office limitation commences for the newly elected mayor.</p> <p>Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.</p> <p>A Council Member who qualifies to run for any elected governmental office that is not a municipal office of the City of DeBary must resign effective immediately from the City Council upon such qualification. — (1)</p>

Charter Review Commission

Article V

NOMINATIONS AND ELECTIONS; TERMS	
Current Language	Recommended Change
<p>Sec. 5.04. - Qualified electors.</p> <p>Any person who is a resident of the City, who has qualified as an elector of the state, and who registers in the manner prescribed by law shall be an elector of this City.</p>	<p>NO CHANGE</p>
<p>Sec. 5.05. - Adoption of election procedures.</p> <p>The Council, by ordinance, shall adopt such election procedures as are necessary.</p>	<p>NO CHANGE</p>
<p>Sec. 5.06. - Nonpartisan elections.</p> <p>All elections for officers of the City shall be conducted on a nonpartisan basis without any designation of political party affiliation.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article V

NOMINATIONS AND ELECTIONS; TERMS	
Current Language	Recommended Change
<p>Sec. 5.07. - Multiple candidates; nomination of candidates, petitions for placement on ballot.</p> <p>When there are fewer than three (3) qualified persons nominated by petition for the office of mayor, then and in that event only, no primary election shall be held for the election of Mayor, and the City Clerk shall declare the person or persons so nominated by petition as nominee or nominees for the office of Mayor or for said City at the general election; however, if more than two (2) qualified persons are nominated for the office of Mayor, then the City Clerk shall include the nominees in the primary election. A candidate who receives a majority of the votes cast shall be declared to be the Mayor. If no candidate receives a majority of the votes cast, the names of the two (2) candidates for nomination to the office of Mayor who shall receive the greatest vote in such primary election shall be placed upon the ballot at the next general municipal election. The candidate at the general election who shall receive the greater number of votes at said general election for the office of Mayor shall be declared to be the Mayor.</p>	<p style="color: red; font-weight: bold;">NO CHANGE</p>

Charter Review Commission

Article V

NOMINATIONS AND ELECTIONS; TERMS	
Current Language	Recommended Change
<p>Sec. 5.07. - Multiple candidates; nomination of candidates, petitions for placement on ballot. (Continued)</p> <p>When there are fewer than three (3) qualified persons nominated by petition, for the office of City Council, the City Clerk shall declare the person or persons so nominated by petition, as nominee or nominees for the office of City Council at the general municipal election; however, if more than two (2) qualified persons are nominated by petition, then the City Clerk shall include the nominee in the primary election as herein provided.</p> <p>A candidate who receives a majority of the votes cast in said primary election shall be declared elected to the City Council. If no candidate receives a majority of the votes cast, the names of the two (2) candidates for nomination to the office of City Council who shall receive the greatest vote in said primary election shall be placed on the ballot at the next general municipal election. The ballot to be used at said elections shall be so arranged as to show clearly and to designate the names of the candidates for Mayor and the candidates for City Council. A tie vote between two (2) or more candidates for the office of Mayor or between two (2) or more candidates for the office of City Council shall be determined by the drawing of lots</p>	<p>NO CHANGE</p>
<p>Sec. 5.08. - Recall.</p> <p>The qualified electors of the municipality shall have the power to</p>	<p>NO CHANGE</p>

recall and to remove any elected official of the City as prescribed by general law.

Charter Review Commission

Article VI

CITY MANAGER

Current Language	Recommended Change
<p>Sec. 6.01. - Appointment and qualifications.</p> <p>The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for an indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications.</p>	<p>The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for an an definite or indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications.</p>
<p>Sec. 6.02. - Removal.</p> <p>The Council may remove the City Manager for any reason by affirmative vote of a majority of all Council Members. If the vote is less than unanimous by all Council Members, the City Manager may, within seven days of the dismissal motion by Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article VI

CITY MANAGER	
Current Language	Recommended Change
<p>Sec. 6.03. - Powers and duties.</p> <p>The City Manager shall be the chief administrative officer of the City and shall implement and administer all ordinances, resolutions, and policies adopted by the Council and shall perform such other duties as may be required by the Council or law. The City Manager shall be responsible to the Council and shall have the following powers and duties:</p> <ul style="list-style-type: none"> (a) To hire or fill existing positions and, when the City Manager deems it necessary for the good of the City service, suspend or remove City employees, except as otherwise provided by law or this Charter. (b) To direct and supervise the administration of all employees, departments, and agencies of the City, except as otherwise provided by this Charter or by law. (c) To attend all Council meetings unless excused by the Council, and shall have the right to take part in discussion but may not vote. (d) To ensure that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the City Manager or by officers subject to the City Manager's direction and supervision, are faithfully executed. 	<p style="color: red; font-weight: bold; font-size: 1.2em;">NO CHANGE</p>

Charter Review Commission

Article VI

CITY MANAGER	
Current Language	Recommended Change
<p>Sec. 6.03. - Powers and duties. (continued)</p> <p>(e) To submit to the Council and make available to the public a complete report on the administrative activities of the City as of the end of each fiscal year.</p> <p>(f) To make such other reports as the Council may require concerning the operation of City departments, offices, and agencies subject to the City Manager's direction and supervision.</p> <p>(g) To keep the Council fully advised as to the condition and future needs of the City and to make written recommendations to the Council concerning the affairs of the City.</p> <p>(h) When needed, to perform the duties of City Clerk in addition to the duties of City Manager during any period of time so appointed by the Council.</p> <p>(i) To perform such other duties as are specified in this Charter or as may from time to time be assigned by the Council</p>	<p style="color: red; font-weight: bold; font-size: 1.2em;">NO CHANGE</p>

Charter Review Commission

Article VII

CITY CLERK	
Current Language	Recommended Change
<p>Sec. 7.01. - Appointment; duties.</p> <p>There may be a City Clerk who shall be appointed by the City Manager. The City Clerk shall serve at the pleasure of the City Manager and shall:</p> <ul style="list-style-type: none"> (a) Give notice of Council meetings to its members and the public. (b) Keep the journal and minutes of the proceedings of the Council and its committees, which shall be public records. (c) Authenticate by signature and record in full in books kept for that purpose all ordinances and resolutions passed by the Council. (d) Be the custodian of the City seal. (e) Have the power to administer oaths. <p>Perform such other duties as may be assigned by the City Manager</p>	<p>NO CHANGE</p>

Charter Review Commission

Articles VIII & IX

VIII. CITY ATTORNEY IX. ADMINISTRATIVE DEPARTMENTS	
Current Language	Recommended Change
<p>Sec. 8.01. - Appointment; duties.</p> <p>There shall be a City Attorney appointed by the Council, by an affirmative vote of a majority of all Council Members, who may represent the City in all legal proceedings and shall perform all other duties assigned by the Council. The Council may remove the City Attorney for any reason by motion requiring three affirmative votes.</p>	<p>NO CHANGE</p>
<p>Sec. 9.01. - Establishment of additional departments.</p> <p>The Council may establish such other departments as it determines necessary for the efficient administration and operation of the City; such departments, offices, or agencies shall be established by ordinance.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article X

ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p>Sec. 10.01. - Definition of ordinances and resolutions.</p> <p>As used in this Charter, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:</p> <p>(f) "Ordinance" means an official legislative action of the Council, which action is a regulation of a general and permanent nature and enforceable as a local law.</p> <p>(g) "Resolution" means an expression of the Council concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the City.</p>	<p style="text-align: center;">NO CHANGE</p>

Charter Review Commission

Article X

ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p>Sec. 10.02. - Adoption of ordinances. Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject which shall be clearly expressed in its title. The enacting clause for an ordinance shall be: "IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS..."</p> <p>An ordinance may be introduced by the Mayor or any member of the Council at any regular or special meeting of the Council. A proposed ordinance may be read by title, or in full, on at least two separate Council meeting days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City. The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public.</p>	<p>An ordinance may be introduced by the Mayor, or any member of the Council at any regular or special meeting of the Council <u>a majority vote of the City Council, or the City Manager</u>. A proposed ordinance may be read by title, or in full, on at least two separate Council meeting days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City. <u>Proposed ordinances must be noticed and adopted in accordance with general law.</u> and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City. The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public.</p>

Charter Review Commission

Article X

ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p>Sec. 10.02. - Adoption of ordinances. (CONTINUED)</p> <p>To meet a public emergency affecting life, health, property, or the public peace, the Council, by at least a two-thirds vote of a quorum of the Council, as defined in Section 4.13, may adopt an emergency ordinance without complying with the requirements of notice expressed in the foregoing paragraph. An emergency ordinance may not levy taxes; grant, renew, or extend a franchise; set service or user charges for any municipal services; or authorize the borrowing of money. An emergency ordinance shall become effective upon adoption and automatically stand repealed as of the 61st day following the date on which it was adopted. This shall not prevent reenactment of such ordinance under regular procedures. Ordinances which rezone specific parcels of private real property or which substantially change permitted use categories shall be enacted pursuant to general law.</p> <p>An ordinance shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk. A copy of the ordinance shall be available in the City Hall.</p>	<p>An ordinance shall, upon its final passage, be recorded in a book kept for that purpose and be signed by the Mayor and the City Clerk and <u>be recorded in a book kept for that purpose</u>. A copy of the ordinance shall be available in the City Hall.</p>

Charter Review Commission

Article X

ORDINANCES AND RESOLUTIONS

Current Language	Recommended Change
<p>Sec. 10.03. - Adoption of resolutions.</p> <p>Every proposed resolution shall be introduced in writing and in the form required for final adoption. No resolution shall contain more than one subject which shall be clearly expressed in its title. The clause which shall be used for all resolutions approved by the Council shall be:</p> <p style="padding-left: 40px;">"IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS..."</p> <p>A resolution may be introduced by the Mayor or any member of the Council at any regular or special meeting of the Council.</p> <p>A resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk. A copy of the resolution shall be available in the City Hall.</p>	<p>A resolution may be introduced by the Mayor, a majority vote of the City Council, or the City Manager at any regular or special meeting of the Council.</p> <p>A resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk <u>and recorded in a book kept for that purpose</u>. A copy of the resolution shall be available in the City Hall.</p>

Charter Review Commission

Article XI

FINANCIAL PROCEDURES

Current Language	Recommended Change
<p>Sec. 11.01. - Fiscal year.</p> <p>The fiscal year of the City shall begin on the first day of October and end on the last day of September.</p>	<p>NO CHANGE</p>
<p>Sec. 11.02. - Submission of budget and budget message.</p> <p>On or before the 15th day of July of each year, the City Manager shall submit to the Council a budget in accordance with state law. It shall outline the financial policies of the City for the ensuing fiscal year; describe the important features of the budget; indicate any major changes from the current year in financial policy, including any changes in budgetary accounting methods from the current year expenditures and revenues together with the reasons for such changes; summarize the City's debt position; and include such other material as the City Manager deems necessary.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article XI

FINANCIAL PROCEDURES

Current Language	Recommended Change
<p>Sec. 11.03. - Council action on the budget.</p> <p>(a) The Council shall adopt the budget by resolution on or before the 30th day of September each year.</p> <p>(b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of eighty-four (84) months, unless mandated by state or federal governing agencies.</p> <p>(c) The Council shall adopt a formal debt management policy by ordinance.</p>	<p>(a) The Council shall adopt the budget by resolution on or before the 30th day of September each year, <u>or as otherwise permitted by general law, executive order, or other State authority.</u></p> <p>(b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of <u>one hundred twenty (120)</u> eighty four (84) months, unless mandated by state or federal governing agencies.</p>
<p>Sec. 11.04. - Public records.</p> <p>Copies of the budget and the capital program as adopted shall be public records and shall be made available to the public at suitable locations in the City.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article XI

FINANCIAL PROCEDURES

Current Language	Recommended Change
<p>Sec. 11.05. - Budget amendments.</p> <p>(a) <i>Supplemental appropriations.</i> If, during the fiscal year, the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council, by resolution, may make supplemental appropriations for the year up to the amount of such excess, so long as a fiscally responsible reserve is maintained.</p> <p>(b) <i>Emergency appropriations.</i> To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriations, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made if the emergency notes are to be paid from sources other than ad valorem taxies levied by the City. If the emergency notes are to be paid from ad valorem taxes levied by the City, the emergency notes and any renewals thereof may not have a maturity greater than twelve months from the date of issuance.</p>	<p>(b) Emergency appropriations. To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriations, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made if the emergency notes are to be paid from sources other than ad valorem taxies taxes levied by the City. If the emergency notes are to be paid from ad valorem taxes levied by the City, the emergency notes and any renewals thereof may not have a maturity greater than twelve months from the date of issuance.</p>

Charter Review Commission

Article XI

FINANCIAL PROCEDURES

Current Language	Recommended Change
<p>Sec. 11.05. - Budget amendments (continued)</p> <p>(c) <i>Reduction of appropriations.</i> If, during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose may, by resolution, reduce one or more appropriations.</p> <p>(d) <i>Transfer of appropriations.</i> At any time during the fiscal year, the City Manager may transfer any unencumbered appropriations among programs within a department, office, or agency, and, upon written request by the City Manager, the Council may by resolution transfer between funds any unencumbered appropriations from one department, office, or agency to another.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article XII

INITIATIVE AND REFERENDUM

Current Language	Recommended Change
<p>Sec. 12.01. - Initiative and referendum.</p> <p>At least 25 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, and if the Council fails to adopt such ordinance so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance, or the repeal of the adopted ordinance, on the ballot at the next general election.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article XIII

CHARTER AMENDMENTS

Current Language	Recommended Change
<p>Sec. 13.01. - Initiation by ordinance. The Council may, by ordinance, propose amendments to any or all of this Charter to be submitted to the electors, as provided by general law.</p>	NO CHANGE
<p>Sec. 13.02. - Initiation by petition. The electors of the City may propose amendments to this Charter by petition signed by at least ten percent (10%) of the registered electors as of the last preceding municipal general election, to be placed before the electors, as provided by general law.</p>	NO CHANGE
<p>Sec. 13.03. - Charter review. The Charter will be reviewed at least every seven (7) years. A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least six months before the next scheduled election and complete its work and present any recommendations for change no later than 60 days before the election. The Council shall hold a minimum of two public hearings on the proposed changes of the Charter prior to placing the proposed changes on the scheduled election ballot.</p>	<p>The Charter will be reviewed at least every EIGHT (8) years. A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least twelve six months before the next scheduled election and complete its work and present any recommendations for change no later than 180 60 days before the election.</p>

Charter Review Commission

Article XIV

SEVERABILITY	
Current Language	Recommended Change
<p>Sec. 14.01. - Invalidity of Charter provision or application.</p> <p>If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of this Charter or any of its provisions to any person or circumstance is held invalid, the application of the [Charter and its provisions to other persons or] circumstances shall not be affected thereby.</p>	<p>NO CHANGE</p>

Charter Review Commission

Article XV

TRANSITIONAL	
Current Language	Recommended Change
<p>Sec. 15.01. - Creation and establishment of the City of DeBary.</p> <p>For the purpose of compliance with F.S. § 200.066, relating to assessment and collection of ad valorem taxes, the City of DeBary is hereby created and established effective December 31, 1993.</p>	NO CHANGE
<p>Sec. 15.02. - Transitional ordinances and resolutions.</p> <p>The Council shall adopt ordinances and resolutions required to effect any revisions or amendments made to the Charter.</p>	NO CHANGE
<p>Sec. 15.03. - Contractual services and facilities.</p> <p>Services for fire, police, public works, parks and recreation, planning and zoning, building inspection, development reviews, animal control, and solid waste collection may be supplied by contract between the City and any governmental entity or private entity until such time as the City Council establishes such independent services.</p> <p>Facilities for housing the newly formed municipal operations may be rented or leased until the City is in the position to obtain its own facilities.</p>	NO CHANGE

Charter Review Commission

Article XV

TRANSITIONAL	
Current Language	Recommended Change
<p>Sec. 15.04. - Ordinances preserved.</p> <p>All Ordinances in effect upon the adoption of any revision or amendment to this Charter, to the extent not inconsistent with this Charter, as revised or amended, shall remain in full force until repealed or changed as provided herein.</p>	<p>NO CHANGE</p>
<p>Sec. 15.05. - Rights of officers and employees.</p> <p>Nothing contained in any revision or amendment to this Charter except as otherwise specifically provided, shall affect or impair the rights or privileges of persons who are City officers or employees at the time of adoption of any such revision or amendment. Elected officials shall continue to hold their offices and discharge the duties thereof until their successors are elected or appointed as provided herein.</p>	<p>NO CHANGE</p>
<p>Sec. 15.06. - Pending matters.</p> <p>All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the City shall continue except as modified pursuant to the provisions of any revisions or amendments to this Charter.</p>	<p>NO CHANGE</p>

DeBary City Charter Fact Sheet

Amendment #1

BALLOT QUESTION

TITLE:

MONTHLY BASE SALARY OF MAYOR AND COUNCIL MEMBERS

SUMMARY:

Shall Section 4.05(a) of the DeBary City Charter be amended to provide for a monthly salary of \$650 for Council Members and \$800 for the Mayor, effective January 1, 2021, and provide for annual increases or decreases to such salaries based upon Consumer Price Index?

YES

NO

Current Language

- a) Commencing January 1, 1997, the Mayor shall receive the sum of \$500.00 per month during the term of his or her office and each Council Member shall receive the sum of \$400.00 per month during his or her term of office. An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of the first month following the first regular election of the City subsequent to the adoption of such ordinance.

Proposed Language

- a) Commencing January 1, 2021, the Mayor shall receive the sum of **\$800.00** per month during the term of his or her office and each Council Member shall receive the sum of **\$650.00** per month during his or her term of office. **At the beginning of each fiscal year, Mayor and Council compensation shall be adjusted based upon the CPI Index (CPI-U) from the previous calendar.**

DeBary City Charter Fact Sheet

Amendment #2

BALLOT QUESTION

TITLE:

PROVIDING FOR A MAP OF THE CITY, DATE CLARIFICATION, GENDER NEUTRAL LANGUAGE, AND SPELLING CORRECTION

SUMMARY:

Shall Section 2.01 be changed to add a map of the City for clarification, provide gender neutral language in Section 4.02(d), add “in January” in Sections 4.03 and 4.05(b) for clarification of dates, add “the first meeting in January” as the commencement date of Council Members term in Sections 5.02, and correct a misspelling in Section 11.05(b)?

YES

NO

Current Language

Sec. 4.02. (d) Shall perform such other duties, consistent with his office, as may be delegated to him by the City Council.

Sec. 4.03. At the first regularly scheduled meeting following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter.

Sec. 4.05 (a)......An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of the first month following the first regular election of the City subsequent to the adoption of such ordinance

Sec. 5.02. The terms of members of the Council shall begin on January 1st of the year following the election

11.05(b). if the emergency notes are to be paid from sources other than ad valorem taxies levied by the City...

Proposed Language

Sec. 4.02. (d) Shall perform such other duties, consistent with his/her office, as may be delegated to him/her by the City Council.

Sec. 4.03. At the first regularly scheduled meeting **in January** following the City's general election, the Council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become Interim Mayor pursuant to Section 4.08 of this Charter

Sec. 4.05 (b). An ordinance increasing, or decreasing compensation of the Mayor or Council may be adopted at any time; however, in no event shall any increase in compensation become effective prior to the first day of **January** following the first regular election of the City subsequent to the adoption of such ordinance.

Sec. 5.02. The terms of members of the Council shall begin on **the day of the first regular meeting in** January 1st of the year following the election.

11.05(b).if the emergency notes are to be paid from sources other than ad valorem **taxes** levied by the City...

DeBary City Charter Fact Sheet

Amendment #3

BALLOT QUESTION

TITLE:

AMENDMENT CHANGING CITY ELECTION AND CHARTER REVIEW DATES TO COINCIDE WITH COUNTY ELECTION DATES.

SUMMARY:

Shall Sections 4.08, 4.08(a), 5.01(a), and 5.01(b) of the Charter be changed to allow additional time to conduct elections due to Council vacancies and to match the City's qualifying periods with those of the State and County and section 13.03 be changed to have the Charter review process occur once every eight (8) years instead of once every (7) years?

YES

NO

Current Language

Sec. 4.08.... In the event that all members of the Council are removed by death, disability, law, or forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within 45 days following the occurrence of the vacancies.

Sec. 4.08 (a) If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within 45 days of the occurrence of the vacancy;

Sec 501(a) In even-numbered years, the City shall hold its election qualifying during an 11-day period ending simultaneously with the time period established by the Florida Election Code for qualifying for county office in the general election, beginning at 9:00 a.m. and ending at noon on the appropriate days. The City shall have elections on the dates established by the State Election Code for first and second primaries.

Sec 501(b) In odd-numbered years, the City shall hold its election qualifying during normal business hours between 9:00 a.m. on the first day and 12 noon on the last day during an 11-day qualifying period, the dates and times of which shall be compatible with the date of the City's General Election and determined by and through the Volusia County Supervisor of Elections. The City's General Election shall be held on a date established by and through the Supervisor of Elections that allows for sufficient time under applicable state election law to deliver overseas and military absentee ballots, and the runoff election shall be held on the first Tuesday after the first Monday in November

Sect 13.03 The Charter will be reviewed at least every seven (7) years. A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least six months before the next scheduled election and complete its work and present any recommendations for change no later than 60 days before the election.

Proposed Language

Sec. 4.08..... In the event that all members of the Council are removed by death, disability, law, or forfeiture of office, the Governor shall appoint an Interim Council that shall call a special election to be held within **90** days following the occurrence of the vacancies **or as soon thereafter as the volusia county supervisor of elections can conduct the election**

Sec. 4.08 (a) If six months or more remain in the current term of the Mayor, the Vice Mayor of the Council shall become Interim Mayor and shall temporarily relinquish his/her office as Council Member until the unexpired portion of the term is filled by a special election held and completed within **90** days following the occurrence of the vacancies **or as soon thereafter as the volusia county supervisor of elections can conduct the election, or....**

Sec 501(a) In even-numbered years, the City shall hold its election qualifying period **in accordance with general law as such pertains to county offices.**

Sec 501(b) ELIMINATE

Sect 13.03 The Charter will be reviewed at least every **EIGHT (8) years**. A 5-member Charter Review Commission shall be appointed and funded by the Council. The Charter Review Commission shall be appointed at least **twelve** months before the next scheduled election and complete its work and present any recommendations for change no later than **180**-days before the election.

DeBary City Charter Fact Sheet

Amendment #4

BALLOT QUESTION

TITLE:

COUNCIL ACTION ON BUDGET AND EXTENSION OF BORROWING PERIOD

SUMMARY:

Shall Section 11.03(a) be changed to allow extension of budget approval if permitted by state law, executive order, or other state authority, and Section 11.03(b) be changed to allow extend the maximum borrowing period for the City from seven (7) to ten (10) years?

YES

NO

Current Language

Sec. 11.03.

- (a) The Council shall adopt the budget by resolution on or before the 30th day of September each year.
- (b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of eighty-four (84) months, unless mandated by state or federal governing agencies.

Proposed Language

Sec. 11.03.

- (a) The Council shall adopt the budget by resolution on or before the 30th day of September each year, or as otherwise permitted by general law, executive order, or other State authority.
- (b) Unless authorized by the electors of the City at a duly held referendum election, the Council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease purchase contracts or any other unfunded multi-year contracts all for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of one hundred twenty (120) months, unless mandated by state or federal governing agencies.

DeBary City Charter Fact Sheet

Amendment #5

BALLOT QUESTION

TITLE:

CITY COUNCIL FORFEITURE OF OFFICE PROCEDURES, CITY MANAGER CONTRACT, AND THE ORDINANCE ADOPTION PROCESS.

SUMMARY:

Shall Section 4.07(a) be changed to clarify procedures regarding forfeiture of office; section 4.09 include additional methods of noticing a council member of forfeiture charges; Section 6.01 be changed to allow the Council to fix the City Manager's contract for a definite term; 10.02 be changed to modify the ordinance introduction process and conform the adoption process to general law, and Sections 10.02 and 10.03 changed to clarify how ordinances and resolutions are recorded?

YES

NO

Current Language

Sec. 4.07 (a) A member of the Council may forfeit his/her office, if the member:

- i. Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law;
- ii. Violates any express prohibition of this Charter; or
- iii. Is convicted of a felony or criminal misdemeanor.

If any of these events should occur, a hearing shall automatically be conducted at the next regularly scheduled Council meeting, and the member may be declared to have forfeited office by majority vote of the Council.

Sec. 4.09..... A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the City Clerk by certified mail, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.

Sec. 601 The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for an indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications.

Sec. 10.02.... An ordinance may be introduced by the Mayor or any member of the Council at any regular or special meeting of the Council. A proposed ordinance may be read by title, or in full, on at least two separate Council meeting days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the City. The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public..... An ordinance shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk. A copy of the ordinance shall be available in the City Hall.

Sec. 10.03.. A resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the Mayor and the City Clerk. A copy of the resolution shall be available in the City Hall.

(CONT'D)

Proposed Language

(CONT'D)

Sec. 4.07 (a) A member of the Council may forfeit his/her office, if the member:

- i. Lacks at any time during the term of office any qualification for the office prescribed by this Charter or by law;
- ii. Violates any express prohibition of this Charter; or
- iii. Is convicted of a felony or criminal misdemeanor.

If any of these events **within this section** should occur **and a written complaint is filed with the City Clerk alleging such a forfeiture event**, a hearing shall automatically be conducted at the next regularly scheduled Council meeting **to determine whether a forfeiture event has occurred**. **At this hearing, if a forfeiture event is determined to have occurred by the city council, the city council shall suspend the member with pay for up to 60 days. The city council and suspended member may gather facts and evidence, and within the time established by the city council, but not less than 15 days after the suspension date of the council member or more than 60 days after the suspension date, unless the city council and the accused council member agree to an extension, the city council shall conduct a forfeiture hearing. Based upon the facts and evidence presented at the hearing, the council, by affirmative vote of at least three council members, may declare** the member to have forfeited office.

Sec. 4.09....A Council Member charged with conduct constituting grounds for forfeiture of this office shall be notified by the City Clerk by certified mail, **by process server, hand delivery, or verified electronic means**, and shall be entitled to a public hearing at the next regularly scheduled meeting of the Council as outlined in Section 4.07 of this Charter. Notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing

Sec. 601 The Council, by an affirmative vote of a majority of all Council Members, shall appoint a City Manager for **a definite or** indefinite term and fix compensation. The City Manager shall be appointed primarily on the basis of executive and administrative qualifications

Sec. 10.02 An ordinance may be introduced by the Mayor, **a majority vote of the City Council, or the City Manager**. **-Proposed ordinances must be noticed and adopted in accordance with general law.** The notice of proposed enactment shall state the date, time, and place of the meeting; the title of a proposed ordinance; and the place or places within the City where such proposed ordinance may be inspected by the public..... An ordinance shall, upon its final passage, be signed by the Mayor and the City Clerk and **be recorded in a book kept for that purpose**. A copy of the ordinance shall be available in the City Hall

Sec. 10.03 A resolution shall, upon its final passage signed by the Mayor and the City Clerk **and recorded in a book kept for that purpose**. A copy of the resolution shall be available in the City Hall.

DeBary City Charter Fact Sheet

Amendment #6

BALLOT QUESTION

TITLE:

CLARIFYING THE DEFINITION OF MEETINGS, ATTENDANCE AND ALLOWING FOR EXCUSED ABSENCES

SUMMARY:

Shall Section 4.11 be changed to clarify that multiple issues may be considered at a special council meeting; Section 4.13 be changed to require council members to be physically present to participate in meetings; Sections 4.07(a)(iv) and 407(b) be changed to allow the Council to excuse a Council member's absence from regular meetings; and Section 4.07 changed to state that Council member absences due to suspension do not count toward forfeiture of office?

YES

NO

Current Language

Sec. 4.11Action taken at a special meeting shall be limited to the purpose for which special meeting is called.

Sec. 4.13 (Current language does not include proposed paragraph)

Sec. 4.07(a) (Current language does not include point iv)

Sec. 4.07 (b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period regardless of the reason for absence.

Sec. 4.07.Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from the meeting.

Proposed Language

Sec. 4.11Action taken at a special meeting shall be limited to the purpose for which the special meeting is called.

Sec. 4.13 NEW PARAGRAPH: For the purposes of this charter, attendance at a council meeting shall mean physical presence. A council member who is not physically present at a regular or special council meeting shall not participate in said meeting or vote on any issue.

Sec. 4.07(a)(iv) NEW POINT: Fails to attend three regular meetings of the council within any twelve-month period without being excused by an affirmative vote of at least three members of the City Council.

Sec. 4.07 (b) A member of the Council shall forfeit his/her office, if the member misses three regular meetings of the Council within any twelve-month period without being excused by affirmative vote of at least three members of the city council. If absences are unexcused, the council will follow the process established in Section 4.07(a).

Sec. 4.07 Absences from special meetings and workshops of the Council are discouraged, but do not count for purposes of forfeiting a Council member's office. Absences due to suspension do not count for the purposes of forfeiting a council member's office. Absences of Council members shall be reflected in the minutes of each meeting of the Council. The Council's approval of minutes reflecting absences of a Council member shall be prima facie evidence of the member's absence from the meeting.

DeBary City Charter Fact Sheet

Amendment #7

BALLOT QUESTION

TITLE: TERMS OF OFFICE

SUMMARY: Shall Section 5.03 be changed to uniformly prescribe a 4 year term of office for all Council Members, remove language pertaining to 3 year terms of office for Council members who were elected prior to January 1, 2015, and remove additional language pertaining to the previous transition from 3 year terms to 4 year terms of office for Council members?

YES

NO

Current Language

Sec. 5.03 The term for all Council seats shall remain three (3) years for Council terms commencing prior to January 1, 2015. Commencing in the manner described herein, the term of office for all Council seats shall be for four (4) years. Four (4) year terms for seats 3, 4 and 5 shall commence on January 1, 2015 following the 2014 election for such seats and shall continue thereafter. Four (4) year terms for seats 1 and 2 shall commence on January 1, 2017, following the 2016 election for such seats and shall continue thereafter. No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office. A candidate who has been elected to two (2) consecutive full terms of office may requalify for any vacant seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office. Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.

Proposed Language

Sec. 5.03 **The term of office for all Council seats is four (4) years for members elected in 2014 and thereafter.** No member of the Council shall serve (or, but for resignation would have served) for more than two (2) consecutive full terms of office. A candidate who has been elected to two (2) consecutive full terms of office may requalify for any vacant seat provided said candidate does not actually take office for at least a one-year period after the end of that candidate's previous two (2) full terms of office. Members of the City Council elected shall hold their seats for the term of office for which they were respectively elected until such time as they are reelected, their successors have been elected and take office, or such office is otherwise prematurely vacated. An individual appointed to fill a vacant office shall be bound to the term of office served by such individual's predecessor.



**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Order of Condemnation for 239 Angeles Road From: Steven E Bapp, AICP, Growth Management Director Meeting Hearing Date December 6, 2023	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/Contracts <input type="checkbox"/> Other
--	--

REQUEST

Staff is requesting City Council approve the Order of Condemnation for 239 Angeles Road, DeBary, FL. (Quasi-Judicial)

PURPOSE

To condemn the single family unfinished structure located at 239 Angeles Road, property is uninhabitable and a public safety risk.

CONSIDERATIONS

- The property owner is ECO HOME CO LLC. The Building Official, Fire Marshall and Code Official found the structure to be dilapidated, unsanitary, uninhabitable and in unsafe condition. The property consists of a single family unfinished structure.
- There is an Order of Condemnation document attached which is dependent upon City Council decision.
 - Exhibit A: This Order of Condemnation will be used if the Council orders condemnation of the property and immediate demolition.

FINDINGS OF FACT

Special Assessment Liens

10/28/2020	\$280.00
9/14/2021	\$150.00
12/10/2021	\$150.00
7/14/2022	\$250.00
10/14/2022	\$250.00
5/25/2023	\$225.00

The last building inspection on the property was done 11/11/2019 and failed. All permits have expired on the property.

The 45 Day notice was posted on the property on 10/23/2023 and sent Certified Mail to the owner and representatives.

COST/FUNDING

Demolition of the structure would be paid from General Fund Reserves and a lien would be placed upon the property for all cost involved.

RECOMMENDATION

Staff recommends that the City Council approve the Order of Condemnation and demolish the structure immediately (Exhibit A) and authorize the City Manager to expend the necessary funds to execute this order.

IMPLEMENTATION

Demolition company would be hired pursuant to the City's Purchasing Policy and Procedures. Upon sale of the property, lien amount will be collected and returned to General Fund Reserves.

ATTACHMENTS

- Exhibit A (Order of Condemnation proceeding to demolition)
- Exhibit B (Condemnation Sign Off Sheet)
- Exhibit C (45 Day Notice)
- Exhibit D (Photos of the Property)

CITY OF DEBARY, a municipal corporation,

Petitioner

vs.

ECO HOME CO LLC

Respondent.

ORDER OF CONDEMNATION

THIS CAUSE came before the City of DeBary City Council on **December 6, 2023**, for a public hearing after due notice to Respondent, at which time the City Council heard testimony under oath and took evidence at a City Council hearing pursuant to § 30-226, City of DeBary Code of Ordinances and made Findings of Fact and Conclusions of Law and thereupon issued this Order of Condemnation against the Respondent and the Property.

FINDINGS OF FACT

1. Pursuant to the Volusia County Tax Collector’s and Property Appraiser’s information, ECO MOME CO LLC (“Respondent”) is the owner of that certain parcel of real property (“Property”) located at 239 Angeles Road, DeBary, Florida with tax parcel identification number 8034-30-29-0290, and legally described as follows:

35-18-30 LOT 29 BLK 29 PLANTATION ESTATES UNIT 20 MB 23 PG 54 PER OR 3869 PGS 4495-4496 PER OR 6377 PG 1447 PER OR 6483 PG 2920 PER OR 7463 PG 2305 PER OR 7463 PG 2309 PER OR 7511 PG 1739

2. The Property is an incomplete residential single-family structure.

3. The structure has been damaged by failure to maintain it properly. The structure has mold, water damage. The structure has become dangerous to life, safety, or the general health and welfare of people within or nearby the structure.

4. The structure upon the Property is so dilapidated, decayed, unsafe, unsanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or occupancy, or is likely to cause sickness or disease, so as to injure the health, safety, or general welfare.

5. The structure on the Property is not secured with fencing or any other barrier to prevent children, vagrants and any other person from accessing the Property and structure and otherwise constitutes an attractive nuisance.

6. The City of DeBary Building Official properly notified and cited the Property and Respondent with having a structure on the Property that constitutes an unsafe or dilapidated structure pursuant to §§ 30-223 through 30-234, City of DeBary Code of Ordinances and that the Building Official intended to request the City Council for an Order condemning the structure.

11. The Respondent failed to bring the Property into compliance as requested by the Building Official notices.

12. The structure on the Property is an unsafe or dilapidated structure in violation of §§ 30-224(a) (4), (5), (6), & (9) and 30-224(b), City of DeBary Code of Ordinances.

13. The structure on the Property constitutes a nuisance.

CONCLUSIONS OF LAW

The Respondent and the Property are in violation of §§ 30-224(a) (4), (5), (6) & (9) and 30-224(b), City of DeBary Code of Ordinances.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and by the authority of City of DeBary, **IT IS HEREBY ORDERED** that:

1. The structure on the Property is hereby condemned pursuant to § 30-226, City of DeBary Code of Ordinances.

2. Respondent has been given adequate time to come into compliance with the aforesaid code provisions and has failed to timely remedy the violation. Respondent has not indicated that Respondent intends to correct the violation, thus giving the Respondent additional time to remedy the violation would be pointless and not in the best interest of the health, safety and welfare of the public.

3. The Building Official through the City Manager is hereby authorized to cause the demolition of the structure and remove all material and debris from the Property without additional action from the City Council.

4. All expenses incurred by the City of DeBary in prosecuting this case and for taking corrective action to eliminate the violation on the Property (including, without limitation, structure demolition and removal costs) shall be charged against the Respondent and shall constitute a lien against the Property in favor of the City of DeBary pursuant to § 30-231, City of DeBary Code of Ordinances. The City Manager, or his designee is authorized to record a lien in the public records of Volusia County to evidence such debt and lien in favor of the City of DeBary in accordance with §§ 30-231 & 30-232, City of DeBary Code of Ordinances.

5. A certified copy of this Order shall be posted at the Property. An affidavit of posting from the Building Official shall be prima facie evidence of such posting.

6. A certified copy of this Order shall be sent to the Respondent by registered or certified mail, return receipt requested, or by hand delivery. Signature of the certificate of service on this Order shall be prima facie evidence of service of this Order.

7. A certified copy of this Order shall be recorded in the Official Records of Volusia County, Florida.

RESOLVED AND ORDERED this _____ day of _____, 20__.

CITY OF DEBARY CITY COUNCIL

By: _____
Karen Chasez, Mayor

Attest: _____
Annette Hatch, City Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate certified copy of the foregoing Order of Condemnation has been sent to _____, by certified mail, return receipt requested on this _____ day of _____, 2023.

Annette Hatch, City Clerk

City of DeBary

Condemnation Inspection Checklist

ADDRESS 239 Angeles Road CASE# 23-2629

The premises are being condemned due to one or more of the following items:

Structures including carports, garages and utility buildings that are dilapidated, severely damaged by the elements of nature, age, termites, and/or rotten and decayed wood at one or more of the following:

- | | | |
|---|---|--|
| <input type="checkbox"/> Foundation/Piers | <input type="checkbox"/> Windows/Screens | <input checked="" type="checkbox"/> Water Intrusion/Mold |
| <input type="checkbox"/> Exterior walls | <input type="checkbox"/> Framing/Partitions | |
| <input type="checkbox"/> Chimney/Flues | <input checked="" type="checkbox"/> Roofing/Sheathing | |
| <input type="checkbox"/> Floor framing/Joists | <input type="checkbox"/> Steps/Stairs | |
| <input type="checkbox"/> Doors | <input checked="" type="checkbox"/> Flashing/Rafters | |

Electrical system is dilapidated or does not meet the minimum requirements of the housing code and/or National Electrical Code with one or more of the following:

- | | | |
|---|-------------|--|
| <input type="checkbox"/> Electrical Service | <i>NONE</i> | <input type="checkbox"/> Wiring/splices/boxes |
| <input type="checkbox"/> Electrical Panel | | <input type="checkbox"/> Lights |
| <input type="checkbox"/> Receptacles/Switches | | <input checked="" type="checkbox"/> Water Intrusion/Mold |

Plumbing is dilapidated, deteriorated and/or damaged beyond reasonable repair at one or more of the following: *NONE*

- | | |
|--|---|
| <input type="checkbox"/> Plumbing Fixtures | <input type="checkbox"/> Hot & Cold Distribution System |
| <input type="checkbox"/> Water Heater | <input type="checkbox"/> Drain Systems/Traps/Sewers |

Criminal, Health and Safety due to one or more of the following:

- | | | |
|--|---|--|
| <input type="checkbox"/> Criminal Activity | <input checked="" type="checkbox"/> Open to Vandalism | <input type="checkbox"/> Sanitary Conditions |
| <input checked="" type="checkbox"/> Transients | <input checked="" type="checkbox"/> Fire Hazard | <input type="checkbox"/> Health Hazard |

Reviewed by:

Code Official (initial, date & comments) AW 10/27/2023

Building Official (initial, date & comments) AW 10-25-2023

Fire Marshall (initial, date & comments) AW 10-26-23

October 23, 2023

NOTICE OF UNSAFE AND DILAPIDATED BUILDING

TO: ECO HOME CO LLC
6450 KINGSPPOINT PKWY
ORLANDO FL 32819

MS MAN DEBT LLC
676 N MICHIGAN AVE
CHICAGO, IL

NRAI SERVICES, INC.
1200 S PINE ISLAND RD.
PLANTATION, FL 33324

YOU ARE HEREBY NOTIFIED that your property located at **239 Angeles Road, DeBary, Florida** with Volusia County Tax Parcel Identification Number **8034-30-29-0290**, and legally described as follows (the "Property"):

**35-18-30 LOT 29 BLK 29 PLANTATION ESTATES UNIT 20 MB 23 PG 5
4 PER OR 3869 PGS 4495-4496 PER OR 6377 PG 1447 PER OR 6483
PG 2920 PER OR 7463 PG 2305 PER OR 7463 PG 2309 PER OR 7511**

HAS SITUATED UPON IT A SINGLE FAMILY RESIDENTIAL STRUCTURE, WHICH STRUCTURE HAS BEEN DETERMINED TO BE UNSAFE AND DILAPIDATED FOR THE FOLLOWING REASONS: (1) The structure has been damaged by failure to maintain properly. The structure has become dangerous to life, safety, or the general health and welfare of people within or nearby the structure; (2) The structure upon the Property is so dilapidated, decayed, unsafe, unsanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or occupancy, or is likely to cause sickness or disease, so as to injure the health, safety, or general welfare; (3) The Property and the structure on the Property are not secured with safety fencing to prevent children, vagrants and any other person from accessing the Property and structure; (6) The structure is vacant and otherwise constitutes an attractive nuisance; (9) the building is generally unsafe and dilapidated and constitutes a nuisance. **The Property Owner and the Property are in violation of §§ 30-224(a) (4), (5), (6), & (9) and 30-224 (b), City of DeBary Code of Ordinances.**

The character of the condition of the structure is such that repairs or alterations are not feasible or reasonably expected to remedy the conditions, and the structures must be demolished.

YOU MUST DESTROY AND REMOVE THE STRUCTURE ON THE PROPERTY WITHIN FORTY-FIVE (45) DAYS. FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN THE CONDEMNATION OF THE STRUCTURE. ANY COSTS INCURRED BY THE CITY OF DEBARY TO REMOVE THIS UNSAFE AND DILAPIDATED STRUCTURE MAY BE CHARGED AGAINST YOU AND YOUR PROPERTY AND A LIEN RECORDED IN THE PUBLIC RECORDS.

The City of DeBary City Council intends to conduct a condemnation public hearing pursuant to § 30-226, City of DeBary Code of Ordinances, on this matter at **6:30 p.m. on December 6, 2023, in City Council Chambers, City of DeBary City Hall, 16 Colomba Road, DeBary, Florida 32713.**

You may appear at the hearing to dispute the violation. You have the right to be represented by an attorney and to respond and present evidence and witnesses at the scheduled hearing. You may also have other rights as are set forth in the City of DeBary Code of Ordinances. Any person appealing a decision made by the City Council of the City of DeBary must ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is made. The City of DeBary does not provide this record.

I CERTIFY that I posted a true and correct copy of the foregoing Notice upon the above-described Property AND sent by registered or certified mail, return receipt requested to the addresses set forth above, this _____ day of October 2023, at _____ A.M./P.M.

City of DeBary Code Enforcement
16 Colombia Road
DeBary, Florida 32713
Telephone: 386-601-0209

CITY OF DEBARY

Building Official



10/23/2023
12:43



DOC-BOX®



LOT

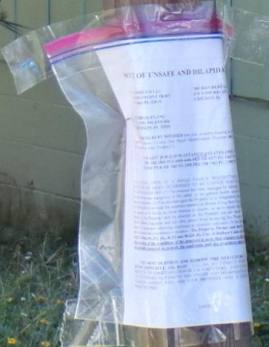
JCB

WARNING
DESIGNATED
CONSTRUCTION SITE.
TRESPASSERS
WILL BE PROSECUTED
TO THE FULL
EXTENT OF THE LAW.

ERMIT

BLDR.LIC

10/23/2023
16:43



10/23/2023
16:43



10/23/2023
16:44



City Council Meeting City of DeBary AGENDA ITEM

Subject: 32 Bonita Road Drainage Improvement Project	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date: December 6, 2023	

REQUEST

City Manager is requesting City Council to accept a proposal from Dale Beasley Construction, Inc., and approve a Work Authorization to provide stormwater construction services for the 32 Bonita Road Drainage Improvement Project.

PURPOSE

The residents at 32 Bonita Road, Paul and Elizabeth D’Addario have long endured imminent flooding of their home and septic system caused by stormwater runoff from Bonita Road and the surrounding drainage basin. The proposed drainage improvements will alleviate longstanding concerns of the homeowner’s during tropical storms and hurricanes.

CONSIDERATIONS

Each hurricane season, Mr. D’Addario places sandbags to divert stormwater runoff from Bonita Road to prevent damage to his home. Mr. D’Addario has also re-constructed a section of his driveway to divert stormwater away from his home and toward Bass Lake. Mr. and Mrs. D’Addario have granted the City a drainage easement that is necessary to construct the proposed drainage improvements on their property.

In 2019, the City identified the 32 Bonita Road Drainage Improvement Project as a priority for design and construction. At the City’s direction, Pegasus Engineering prepared construction drawings for the project and estimated the construction cost at \$150,000.00. In 2021, the project was advertised for bids and the lowest bid received was \$197,711.25. The bid was not recommended to City Council due to the elevated cost. The project was re-bid in 2023 and the lowest bid amount was \$249,163.56. The re-bid proposal was not recommended to City Council for approval.

Staff has undertaken a review of the design plans developed by Pegasus Engineering in an effort to reduce the project cost and accomplish sufficient improvements to minimize the effect of runoff from Bonita Road. Kevin Hare of KHARE Construction Services, LLC., met with Mr. D’Addario on several occasions to better understand the homeowner’s perspectives and consider several ideas for resolving the drainage issue at a reduced cost. According to the attached November 9, 2023 proposal from Dale Beasley Construction, Inc., the construction cost for the 32 Bonita Road Drainage Improvements project is \$71,891.04.

Dale Beasley Construction, Inc. is under a Continuing Contract with the City of Winter Garden, Florida for Stormwater Construction Services. The City of Winter Garden Continuing Contract is suitable for a Work Authorization by the City of DeBary under the January 13, 2022 Piggyback Agreement with Dale Beasley Construction, Inc. Staff has negotiated with Dale Beasley Construction, Inc. to develop the proposal for the 32 Bonita Road Drainage Improvement Project that is before City Council today.

KHARE Construction Services, LLC, Task Order 1223-01 is attached for City Council approval. The purpose of Task Order 1223-01 is to establish a budget to fund the Construction Management and Inspection Services for the project. The proposed budget amount is not to exceed \$5,800.00. All Work is invoiced on an hourly basis at the direction of the City Manager. Routine inspection of the Work is essential for quality control of the completed project. Construction management and inspection of the project is required to administer the Construction Contract and recommend payment to the Contractor.

COST/FUNDING

Funding for the project is budgeted from the Stormwater Fund Reserves.

RECOMMENDATION

It is recommended that the City Council: accept the proposal from Dale Beasley Construction, Inc. in the amount of \$71,891.04 and approve a Work Authorization for construction of the 32 Bonita Road Drainage Improvement Project. Recommendation to include a Contingency Budget of 6% or \$4,313.00 to be included for the total budgeted amount of \$76,204.04.

Recommendation to approve Work Order No. 1223-01 to KHARE Construction Services, LLC for Construction Management and Inspections Services as related to the 32 Bonita Road Drainage Improvement Project for the amount of \$5,800.00.

IMPLEMENTATION

Dale Beasley Construction, Inc. has confirmed that the project will require approximately 60 days for the manufacture and delivery of the concrete structures and approximately ten (10) days to complete the project after mobilization.

ATTACHMENTS

Dale Beasley Construction, Inc. - November 9, 2023 Proposal
Work Order 1223-01 - KHARE

**Exhibit B
WORK ORDER
FOR
MASTER AGREEMENT FOR PUBLIC WORK PROJECTS
CONSTRUCTION INSPECTION SERVICES
CONSTRUCTION COSTS LESS THAN \$2,000,000**

WORK ORDER NO.: KHARE – 1223-01

PROJECT: **32 Bonita Road Drainage Improvements
Construction Management and Inspection Services**

CITY: City of DeBary, Florida

COUNTY: Volusia County

CONSTRUCTION MANAGER: KHARE Construction Services, LLC.

CONSULTANT'S ADDRESS: 1457 Mt. Laurel Drive
Winter Springs, Florida 32708

Execution of the Work Order by CITY shall serve as authorization for the CONSTRUCTION MANAGER to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of January 20, 2021 between the CITY and the CONSTRUCTION MANAGER and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- TIME SHEETS
- TASK ORDER
- SCOPE OF SERVICES

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced and completed as directed by the City Manager.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- FIXED FEE BASIS
- TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
- TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed. Fee Basis, then the CONSTRUCTION MANAGER shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$)). In no event shall the CONSTRUCTION MANAGER be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time- Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not to exceeds **Five Thousand Eight Hundred Dollars and Zero Cents. (\$5,800.00)**. The CONSTRUCTION MANAGEMENT AND INSPECTION compensation shall be based on the actual work required by this Work Order as directed by the City Manager.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the limitation of Funds amount of _____ DOLLARS (\$)) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONSTRUCTION MANAGER shall advise the CITY whenever the CONSTRUCTION MANAGER has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The City shall compensate the CONSTRUCTION MANAGER for the actual work performed under this Work Order.

Payment to the CONSTRUCTION MANAGER shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSTRUCTION MANAGER that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSTRUCTION MANAGER and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSTRUCTION MANAGER to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order for the purposes stated herein.

KHARE Construction Services, LLC

By: _____

Kevin J Hare, President

Date: _____

CITY OF DEBARY, FLORIDA

By: _____

Date: _____

DALE BEASLEY CONSTRUCTION

111 E CENTRAL AVE, SUITE A
HOWIE IN THE HILLS, FL 34737

Phone 407-616-8769

BONITA RD DRAINAGE IMPROVEMENTS REVISED

Proposal For:	Date	Job No.
CITY OF DEBARY	11/9/2023	
Engineer	Plan Date	Revision

			# OF UNITS	UNIT TYPE	UNIT PRICE	TOTAL
CODE MISC ITEMS						
1	1	MOBILIZATION	1	LS	2,689.94	\$2,689.94
2	3	GENERAL CONDITIONS	1	LS	2,689.94	\$2,689.94
3	5	TYPE 1 BARRICADE 20EA	5	DY	59.00	\$295.00
4	14	TYPE MOT WARNING SIGN 6EA	5	DY	17.70	\$88.50
5	512	EROSION & SEDIMENT CONTROL	5	DY	40.00	\$200.00
6	515	SILT FENCE	253	LF	3.00	\$759.00
7		FLOATING TURBIDITY BARRIER	100	LF	13.50	\$1,350.00
8		CERTIFIED AS-BUILTS	1	LS	2,900.00	\$2,900.00
9		CONSTRUCTION LAY-OUT	1	LS	6,200.00	\$6,200.00
SUB-TOTAL						\$17,172.38
DEMO						
1		TAKE DOWN & REINSTALL FENCE	1	LS	6,549.25	\$6,549.25
2		REMOVE & RESET PAVERS	125	SF	12.50	\$1,562.50
SUB-TOTAL						\$8,111.75
STORM DRAINAGE						
1	146	18" N12 HDPE	168	LF	71.02	\$11,931.36
2	84	TYPE C INLET	1	EA	4,016.19	\$4,016.19
3	94	NYLOPLAST DRAIN	1	EA	3,239.29	\$3,239.29
4	101	18" MES	1	EA	2,345.71	\$2,345.71
5		RIPRAP SPLASH PAD	1	LS	1,745.48	\$1,745.48
6		DEWATERING	1	LS	13,280.00	\$13,280.00
7	507	SOD DISTURBED	755	SY	5.40	\$4,077.00
8	520	GRADING	755	SY	4.25	\$3,208.75
9	502	EXPORT & DISPOSAL OF EXCESS FILL	18	CY	22.00	\$396.00
10		TESTING	1	LS	2,367.13	\$2,367.13
SUB-TOTAL						\$46,606.91
TOTAL						\$71,891.04

NOTES

SITWORK

- 1) Construction staking inclusive of contract items only.
- 2) No handling or removal of Hazardous waste or substandard soil (MUCK) removal included unless specified.
- 3) No allowance has been made for the relocation of endangered plants or animals.
- 4) Construction Testing by others to be coordinated with Dale Beasley Construction.
- 6) Due to market instability concrete & asphalt pricing will need to be verified and revised at that phase of the project

UTILITIES/ STORM SEWER

- 1) Relocation conflicting utilities by others, if required (power poles, conduits, etc.)
- 2) Meters and boxes by others.

3) No Laser Profiling of storm included or anticipated

ADMINISTRATION

- 1) This proposal is valid for 30 days from bid date.
- 2) Proposal inclusive of line items only.
- 3) No permits included, If required they can be obtained and charged by change order

APPROVED

DATE



EXISTING TOPOGRAPHIC LOW-POINT AND PROPOSED INLET LOCATION AT 34 BONITA ROAD.



EXISTING TOPOGRAPHIC LOW-POINT AND PROPOSED INLET LOCATION AT 32 BONITA ROAD.



EXISTING TOPOGRAPHIC LOW-POINT AND PROPOSED INLET LOCATION AT 37 BONITA ROAD.



LOOKING NORTH ALONG THE COMMON LOT LINE BETWEEN 30 AND 32 BONITA ROAD.



LOOKING NORTH TOWARDS THE BOAT PARKING AREA AT 30 BONITA ROAD AND THE SEPTIC TANK AT 32 BONITA ROAD.



LOOKING SOUTH ALONG THE PROPOSED DRAINAGE EASEMENT ALONG THE EAST SIDE OF 32 BONITA ROAD.



LOOKING SOUTH ALONG THE PROPOSED DRAINAGE EASEMENT ALONG THE EAST SIDE OF 32 BONITA ROAD.



LOOKING SOUTH ALONG THE PROPOSED DRAINAGE EASEMENT ALONG THE WEST SIDE OF 30 BONITA ROAD.



REV.	DATE	DESCRIPTION



100% PLANS

32 BONITA ROAD DRAINAGE IMPROVEMENTS EXISTING CONDITIONS PHOTOGRAPHS



Pegasus Engineering, LLC
301 West SR 434, Suite 309
Winter Springs, Florida 32708
Office: 407-992-9160
Fax: 407-368-5155

State of Florida Board of Professional Engineers
Certificate of Authorization No. 27770

JOB No.:	DYC-22063
DESIGNED BY:	GAT
DRAWN BY:	CAD
APPROVED BY:	DWH
DATE:	JULY 2021

SHEET 4 OF 17

NOT A FINAL PLAN UNLESS SIGNED AND SEALED

GREGORY A. TEAGUE, P.E.
REGISTRATION No. 47663
DATE: July 2, 2021

BASS LAKE
 WATER LEVEL = EL. 30.1
 SURVEYED ON 12 / 08 / 2020

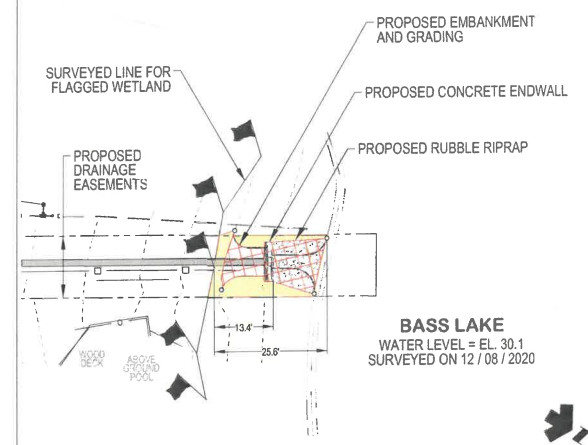
SURFACE WATER IMPACTS

TEMPORARY IMPACTS
 << IMPACT AREA = 140 SF (0.003 AC) >>

PERMANENT IMPACTS
 << IMPACT AREA = 200 SF (0.005 AC) >>

1. IMPACT AREAS BASED ON WETLAND DELINEATION BY REPRESENTATIVES OF BOWMAN AND BLAIR ECOLOGY AND DESIGN ON DECEMBER 17, 2020.
 => A TOTAL OF FIVE (5) BLUE PIN FLAGS LABELED W1-1a THROUGH W1-4.

INSET DETAIL
 SCALE: 1" = 20'



0 20' 1

DESCRIPTION

REV.	DATE	DESCRIPTION



100% PLANS

**32 BONITA ROAD
 DRAINAGE IMPROVEMENTS
 POLLUTION CONTROLS AND
 SURFACE WATER IMPACTS**



Pegasus Engineering, LLC
 301 West SR 434, Suite 309
 Winter Springs, Florida 32708
 Office: 407-992-9180
 Fax: 407-358-5155

State of Florida Board of Professional Engineers
 Certificate of Authorization No. 27170

JOB No.:	DYC-22063
DESIGNED BY:	GAT
DRAWN BY:	CAC
APPROVED BY:	DWF
DATE:	JULY 2021

SHEET **10** OF **17**

NOT A FINAL PLAN UNLESS SIGNED AND SEALED

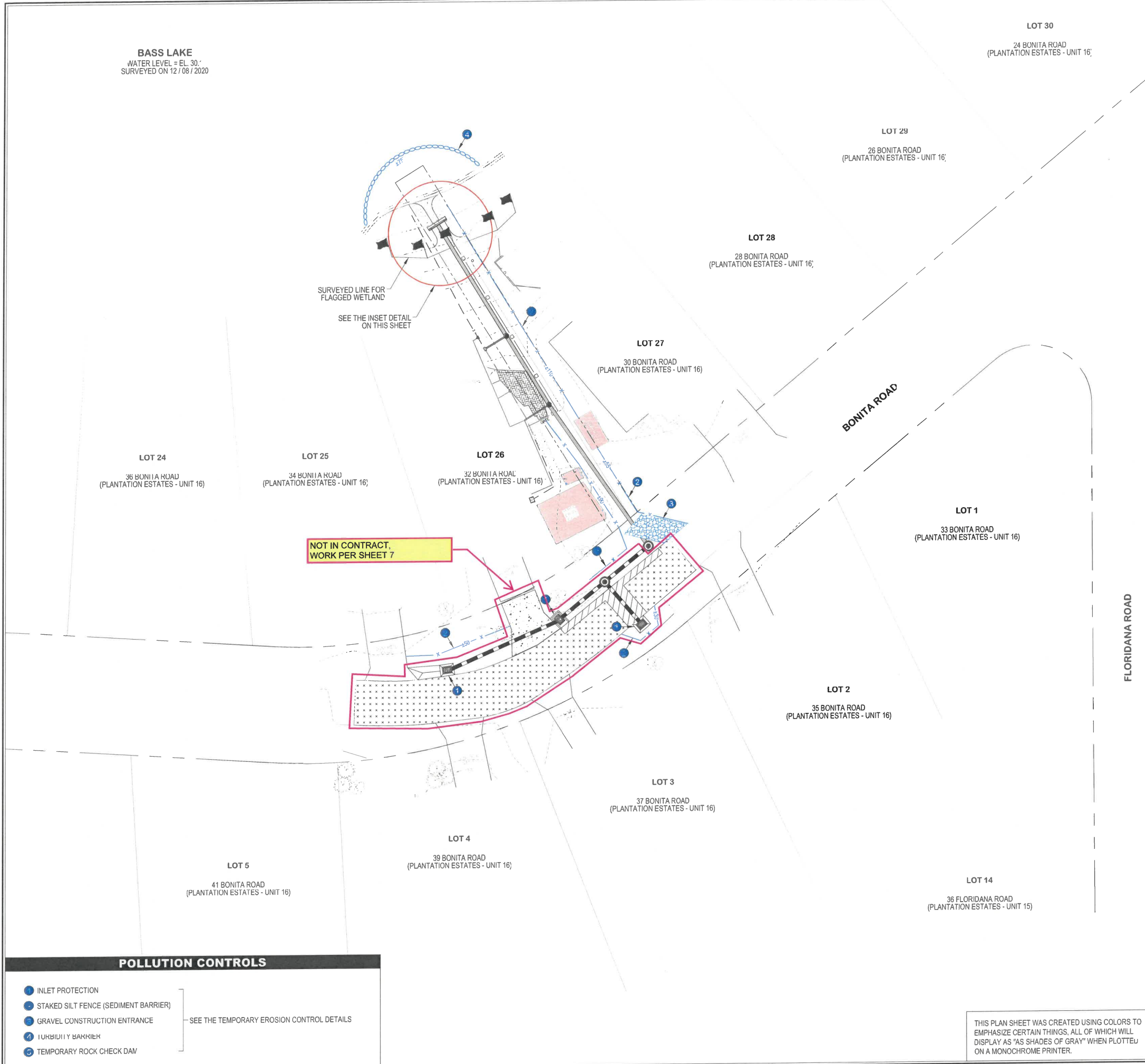
GREGORY A. TEAGUE, P.E.
 REGISTRATION No. 47862
 DATE: July 2, 2021

NOT IN CONTRACT, WORK PER SHEET 7

POLLUTION CONTROLS

- 1 INLET PROTECTION
 - 2 STAKED SILT FENCE (SEDIMENT BARRIER)
 - 3 GRAVEL CONSTRUCTION ENTRANCE
 - 4 TURBIDITY BARRIER
 - 5 TEMPORARY ROCK CHECK DAM
- SEE THE TEMPORARY EROSION CONTROL DETAILS

THIS PLAN SHEET WAS CREATED USING COLORS TO EMPHASIZE CERTAIN THINGS. ALL OF WHICH WILL DISPLAY AS "AS SHADES OF GRAY" WHEN PLOTTED ON A MONOCHROME PRINTER.





City Council Meeting City of DeBary AGENDA ITEM

Subject: Mersino Pump Rentals	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input checked="" type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date: December 6, 2023	

REQUEST

City Manager is requesting City Council accept this statement certifying the conditions and circumstances requiring the rental of pumps during the 2023 hurricane season.

PURPOSE

This agenda item is needed at this time to inform the City Council of purchasing decisions made for emergency preparedness during hurricane season while multiple city owned pumps were down for repairs.

CONSIDERATIONS

- The approval of this agenda item is an after-the-fact approval, as the rental of these temporary pumps were approved by the City Manager during August, September and October 2023 to protect the city from unpredictable rain fall and threat of hurricanes. In the judgement of the City Manager, a delay in this decision would have been detrimental to the interests of the city.
- Per Section 15 of the Purchasing Policy, the City Manager shall file with the City Council a statement certifying the conditions and circumstances requiring such action for purchases over \$5,000.
- During the City Council meeting on October 18, 2023, the City Council approved the rental of three pumps for October 2023 at a cost of \$39,737. The actual costs for this period were \$42,055, which was over by \$2,318.
- An additional 8-inch pump (MP860) was rented for the period 8/18/23 to 10/31/23. The cost of this rental was \$24,672.
- On 8/28/23 Resolution 2023-18 Declaration of General State of Emergency with Regard to Tropical Storm Idalia was signed by Mayor Chasez. Due to the track of Idalia and the fact that multiple city owned pumps were down for repairs, two 8-inch pumps and one 12-inch pump were rented for the period 8/29/23 to 9/25/23 for a cost of \$41,584.
- All rental pumps were returned by 10/31/23.

- For most of November 2023, the St. Johns River is at flood stage., which affects our lakes and retention ponds. We had two significant rain events in November which significantly raised lake levels above normal.
- On November 20, 2023, we learned that Pump #1 at DeBary Plantation Pump Station, which was recently rebuilt, had failed. Attempts to restart Pump #1 failed. Because Pump #2 was in-process of being rebuilt and was not yet re-installed, there are no running pumps at this station. The City Manager decided to rent a 8” pump for one month to control the water level at DeBary Plantation. The cost is \$ 8,726.00.
- In addition, James Pond water levels have been increasing above normal. Most of Glen Abbey slowly drains horizontally east towards James Pond. The City Manager decided to rent a 12” pump to lower the water level. The cost of the rental is \$14,997.00. We have a pump station scheduled to be built this fiscal year at James Pond. Once built, there will be no longer be a need for a pump rental for James Pond.
- It is our philosophy to be proactive in the management of stormwater and to always be prepared to protect the homes of our residents. We have sufficient budget monies within the Stormwater Fund to redirect funds to these rental costs.

RECOMMENDATION

It is recommended that City Council accept this statement certifying the conditions and circumstances requiring the rental of pumps during the 2023 hurricane season.

ATTACHMENTS

N/A



City Council Meeting City of DeBary AGENDA ITEM

Subject: Purchase & Sales Agreement– N.O.W. Matters More Foundation, Inc.	Attachments:
From: Carmen Rosamonda, City Manager	<input type="checkbox"/> Ordinance
Meeting Hearing Date December 6, 2023	<input type="checkbox"/> Resolution
	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

REQUEST

City Manager is requesting City Council approve granting the authority to the City Manager, under the legal guidance of the City Attorney, either to execute the proposed extension until February 1, 2024 with the negotiated nonrefundable deposit amount and/or to close on the property, waiving the required contingencies and distributing the purchase price funds.

PURPOSE

The purpose of the dual approval is to provide the City Manager and City Attorney the flexibility and agility to act on behalf of the Council to secure the necessary documents as the December 15, 2023 closing deadline approaches.

CONSIDERATIONS

- **Please be advised this is a fluid situation, as items described in this agenda item may change or be resolved by the time it is heard by the City Council at the December 6, 2023 meeting.**
- On May 3, 2023, the City Council approved a Purchase and Sales Agreement (PSA) contract with N.O.W. Matters More Foundation, Inc. for \$975,000. The contract has a closing date of December 15, 2023 along with several contingencies.
- The CCCH DeBary family of corporations donated the property to the N.O.W. organization in approximately December 2014. In this Quit Claim Deed, there appears to be two lots with a slight typo error in the legal description. This legal description (even though for 2 lots) covers the 3 lots as shown in the property appraiser records.
- One contingencies in the PSA was the approval of SJRWMD Board on the Perpetual Conservation Easement on Palm Drive. On Thursday, November 30, 2023, SJRWMD approved the legal descriptions and exhibits provided by the City. Since the Perpetual Conservation Easement language has already approved by staff, this easement is ready to go to the SJRWMD Board for approval in January 2024.

- The other contingency is also delayed. DeBary Town Center, LLC is still working with Volusia County to get their property transfer approved by the Volusia County Council. This is anticipated to occur in late December 2023. SJRWMD Board will approve everything in one agenda item once the property is purchased or extended, Volusia County approves the DeBary Town Center, LLC land transfer and DeBary Town Center, LLC pays the City \$390,000.
- **OPTION 1:** At the time of this agenda item advertisement, the City has not yet received a signed extension agreement from the seller. The proposed extension asks for the closing deadline be extended until February 1, 2024 with a non-refundable deposit of \$20,000. If the proposed extension agreement is received before the December 6, 2023 Council Meeting, we ask you grant the City Manager the approval to sign the extension and authorize the distribution of the negotiated, nonrefundable deposit if necessary. There is a possibility the seller may counteroffer the nonrefundable deposit amount. Since the deposit will be applied towards the sales price, we ask you authorize the City Manager to approve and distribute the negotiated nonrefundable deposit amount, if necessary.
- **OPTION 2:** If the opportunity presents itself to safely close and purchase the property by December 15, 2023, and/or the proposed extension is not received or becomes unnecessary, we ask you to authorize the City Manager to proceed with the purchase of the property, under the legal guidance from the City Attorney, and waive the contingencies for the sale with the understanding they are in process with SJRWMD, DeBary Town Center, LLC, and Volusia County. This approval will include the distribution of \$975,000 at closing.

COST/FUNDING

The City Council has included the entire \$975,000 purchase price in the FY 2023-24 budget.

RECOMMENDATION

It is recommended that the City Council approve the authority to the City Manager, under the legal guidance of the City Attorney, either to execute the proposed extension until February 1, 2024 with the negotiated deposit amount and/or to close on the property, waiving the required contingencies and distributing the purchase price funds.

IMPLEMENTATION

Immediately upon Approval.

ATTACHMENTS

Purchase and Sales Agreement
 Perpetual Conservation Easement Attachments – Signed Legal Description & Exhibits

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made and entered into as of the Effective Date of this Agreement (as hereinafter defined), by and between the CITY OF DEBARY, a Florida municipal corporation ("**Purchaser**"), and THE N.O.W. MATTERS MORE FOUNDATION, INC., a Florida not-for-profit corporation ("**Seller**").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of the real property more particularly described on Exhibit "A" attached hereto and any other real property in which Seller has any interest that abuts or is proximate to the real property described on Exhibit "A" including all and singular the rights and appurtenances pertaining to the property including without limitation, any and all improvements and fixtures situated thereon, all air or air space rights, all subsurface rights, all riparian rights, title and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, studies, reports, plans and any and all similar development rights incident or related to the Property in any respect (the "**Property**"); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and ten dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **AGREEMENT TO BUY AND SELL**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **EARNEST MONEY**.

A. Within five (5) business days after the Effective Date, Purchaser shall deliver to Fishback Law Firm (the "**Escrow Agent**") with notice to Seller an earnest money deposit in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) (the "**Earnest Money Deposit**"), which Earnest Money Deposit shall be in the form of a federal wire transfer or cashier's check issued by a bank whose deposits are federally insured.

B. The Earnest Money Deposit shall be held in escrow by the Escrow Agent and invested in a non-interest-bearing account, and held and disbursed in accordance with the terms and provisions of this Agreement.

D. The Earnest Money Deposit shall become non-refundable to Purchaser following expiration of the Inspection Period, except by reason of an uncured Seller default hereunder or pursuant to any other provision in this Agreement explicitly requiring the return of the Earnest Money Deposit.

4. **PURCHASE PRICE.** The purchase price to be paid by Purchaser to Seller for the Property shall be Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser to Seller at the Closing by federal wire transfer of funds, subject to appropriate credits, adjustments and prorations as may be provided herein.

5. **INSPECTION PERIOD.**

A. Purchaser shall have thirty (30) days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's Intended Use. Purchaser shall have the unconditional and absolute right to terminate this Agreement for any reason whatsoever during the Inspection Period. In order to terminate the Agreement, Purchaser must provide the Seller with written notice so stating no later than the expiration of the Inspection Period. If the Purchaser elects to terminate the Agreement during the Inspection Period, then Escrow Agent shall return the Earnest Money Deposit to Purchaser, and thereafter the parties shall have no further duties, obligations or responsibilities hereunder, except for those specified herein to survive termination of this Agreement.

B. From the Effective Date through Closing, Purchaser shall have the right of going upon the Real Property with its agents and engineers as needed to inspect, examine and otherwise undertake those actions which Purchaser, in its discretion and at its sole cost and expense, deems necessary or desirable to determine the suitability of the Property for Purchaser's intended uses; including without limitation, the right to perform soil tests, borings, percolation tests, compaction tests, environmental tests, surveys and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. Purchaser shall promptly restore any physical damage caused to the Property by the aforesaid inspections, tests and other activities, and Purchaser shall indemnify and hold Seller harmless from and against any suits, claims, damages, costs, expenses and liabilities asserted against or incurred by Seller as a result of the exercise by Purchaser of its rights under this Section 5.B. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Seller, or its agents or consultants, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not

deposited) on or under the Property by Purchaser. The provisions of this Section 5.B shall survive the Closing or earlier termination of this Agreement until the later of: (i) expiration of all applicable statutes of limitations; (ii) and the final resolution of any claims, litigation and appeals that may have been made or filed.

C. Seller agrees to deliver or otherwise make available to Purchaser, within five (5) days after the Effective Date, copies in Seller's possession, if any, of title insurance policies, title insurance commitments, surveys, environmental reports, permits, applications, remedial action plans, contamination assessment reports, notices and orders and determinations relating to any contamination or assessment or cleanup or monitoring of the Property, subdivision plans, development plans, technical data, studies, site plans, utility capacity information, soils reports, surveys, hydrological reports, zoning confirmations, concurrency information, and any other documentation pertaining to the Property which will facilitate Purchaser's investigation of the Property during the Inspection Period.

6. SURVEY AND TITLE MATTERS.

A. Within sixty (60) days after the Effective Date, Purchaser may, at Purchaser's expense, obtain a survey of the Property ("**Survey**") in a form and substance acceptable to Purchaser and sufficient to delete the standard survey exception from the Title Policy, certified to Purchaser and the Title Company (as hereinafter defined).

B. Within fifteen (15) days after the Effective Date, Purchaser shall obtain, at Purchaser's expense, a current title insurance commitment for the Property ("**Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to Purchaser ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners title insurance policy in favor of Purchaser for the amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined.

C. Within fifteen (15) days after the receipt of each of the Title Commitment and Survey, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey (as applicable) which are unacceptable to Purchaser ("**Title Defects**"). Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**".

D. Within five (5) days after receipt of notice from Purchaser, Seller shall notify Purchaser whether Seller will attempt to cure such Title Defects. In the event Seller fails to notify Purchaser of its intent to cure the Title Defects within said five (5) day period, Seller shall be deemed to have refused to cure the Title Defects. If Seller elects to attempt to cure such Title Defects, Seller shall have sixty (60) days in which to use its best efforts to cure such Title Defects to the satisfaction of the Purchaser and the

Title Company; provided, however, Seller shall not be obligated to bring suit or expend funds to cure any Title Defects. In the event Seller refuses or fails to cure any Title Defect as set forth hereinabove, then Purchaser, at its option, by providing Seller with written notice within five (5) days after the expiration of the applicable period as described above, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Purchaser; or (ii) accept title to the Property subject to such Title Defect without reduction of the Purchase Price and proceed to Closing.

7. **CONDITIONS TO CLOSING.**

A. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**Closing Conditions**"):

1. Approval of Purchaser's City Council of this Agreement.
2. Approval of the St Johns River Water Management District of the Property as a replacement mitigation area and conservation easement over the Property.
3. Approval of Purchaser's City Council of an Agreement for Exchange of Real Property (the "Exchange Agreement") between Purchaser and Debary Town Center, LLC ("DTC")
4. Payment by DTC of Three Hundred Ninety Thousand and no/100 Dollars (\$390,000.00) which will be utilized by Purchaser for the purchase of the Property.
5. The material representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.
6. Seller shall have performed and complied with all material covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

B. In the event any of the foregoing Closing Conditions are not satisfied to the Purchaser's reasonable satisfaction prior to the Closing Date, then Purchaser shall provide Seller with written notice thereof, and Purchaser shall have the right, but not obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination.

C. Seller's obligation to sell the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (the "**Closing Conditions**"):

1. Purchaser's City Council approving this Agreement.

2. The material representations and warranties of Purchaser contained in this Agreement shall be true and correct as of the Closing Date.

3. Purchaser shall have performed and complied with all material covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

D. In the event any of the foregoing Closing Conditions are not satisfied to the Seller's reasonable satisfaction prior to the Closing Date, then Seller shall provide Purchaser with written notice thereof, and Seller shall have the right, but not obligation, to terminate this Agreement whereupon Escrow Agent shall pay the Purchaser the Earnest Money Deposit within five (5) days of the termination.

8. **CLOSING.**

A. Closing Date. The Property shall be closed no later than ten (10) days after the Satisfaction of the Closing Conditions, but in any event no later than December 15, 2023 (the "**Closing**" or "**Closing Date**") at the offices Fishback Law Firm., 1947 Lee Road, Winter Park, Florida 32789, or the parties may, at their election, effectuate the closing by mail. Purchaser may elect to close earlier on not less than ten (10) days written notice.

B. Conveyance of Real Property. At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed ("**Deed**") conveying fee simple record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of Purchaser) encumbers the Property and is not paid and satisfied by Seller, such mortgage, monetary lien or monetary encumbrance, at Purchaser's election, shall be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include Seller's taxpayer identification number and address, and an assignment from Seller to Purchaser assigning all of Seller's right, title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Property.

C. Prorating of Taxes and Assessments. All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property at

the November discounted amount. There shall not be any reপরations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

D. Closing Costs and Expenses. Seller shall, at the Closing, pay the cost to record any corrective documents or any documents necessary to confirm Seller's authority to convey the Property to Purchaser. Purchaser shall pay cost of documentary stamps to be affixed to the Deed and the the cost of recording the Deed, the cost of the Survey and the cost of the owner's title insurance policy and related costs. Each party shall pay its own attorneys' fees and costs.

9. WARRANTIES AND REPRESENTATIONS OF SELLER.

A. To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties:

1. Seller is the owner of the Property, and, at Closing the Property will be free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than ad valorem real property taxes, and the Permitted Exceptions.

2. To Seller's knowledge, there is no governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation, statute, law, or otherwise or with respect to any pending or contemplated condemnation action with respect to the Property, including, without limitation, any environmental or contamination matter affecting the Property.

3. There is no pending or, to Seller's knowledge, contemplated change in any regulation or private restriction applicable to the Property, or any pending or threatened judicial administrative action, or of any action pending or threatened by adjacent land owners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, or in any way prevent, limit or impede residential construction.

4. Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property for which Purchaser will be responsible after the conveyance and Closing.

5. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions, of or constitute a default under, any indenture, mortgage, loan agreement, or instrument to which Seller is a party or by

which Seller or the Property is bound, any applicable regulation, or any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

6. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.

7. Seller will have at Closing the full right, power, and authority to sell and convey the Property to Purchaser as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite corporate actions necessary to authorize Seller to enter into this Agreement and to perform his obligations hereunder have been taken.

8. At the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investment in Real Property Tax Act of 1980, as amended.

9. Seller shall not enter into any agreements or leases during the term of this Agreement, affecting the Property, without the prior written consent of Purchaser.

10. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access between the Property and any presently existing highways and roads adjoining or situated on the Property.

The covenants and agreements contained in this Section 9 shall survive the Closing.

10. **WARRANTIES AND REPRESENTATIONS OF PURCHASER.**

A. To induce Seller to enter into this Agreement, Purchaser hereby makes the following representations and warranties:

1. Purchaser has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

2. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

The covenants and agreements contained in this Section 10 shall survive the Closing.

11. **ENVIRONMENTAL MATTERS/HAZARDOUS SUBSTANCES.**

A. **Definition of Hazardous Substances.** "Hazardous Substances" shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to petroleum based substances and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect.

B. **Clean-up.** If Purchaser's environmental inspections of the Property reveal the existence of any Hazardous Substance on, in, at, about or under the Property, then Seller may at Seller's sole and absolute option elect, at Seller's sole expense, to complete the clean-up of the same prior to Closing and in accordance with all applicable governmental standards or Purchaser may terminate this Agreement prior to expiration of the Inspection Period. If Seller elects to complete the clean-up and such clean-up is not completed, and written certification thereof by all applicable governmental authorities is not received by Purchaser, prior to Closing, then Purchaser may: (1) terminate this Agreement, whereupon Escrow Agent shall return the Earnest Money Deposit to Purchaser; (2) accept the condition of the Property notwithstanding such incomplete clean-up and proceed to Closing without any reduction in the Purchase Price or further obligation on the part of Seller to complete such clean-up; or (3) extend the Closing Date until such time that Seller has completed the clean-up. Consistent with section 5.C of this Agreement, within five (5) days after the Effective Date, Seller shall provide Purchaser with all studies, contamination assessments, reports, remedial action plans, monitoring orders and contracts, closure orders, other orders and notices relating to any contamination, cleanup, and related matters.

12. **DEFAULTS.**

A. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to: (i) terminate the Agreement and receive an immediate return of the Earnest Money Deposit; or (ii) enforce specific performance of this Agreement against Seller; or (iii) maintain an action for damages.

B. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be to receive the Earnest Money Deposit as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically

terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money Deposit as Seller's sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.

C. Notwithstanding subsections A. and B. above, from and after the Closing, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party for: (i) a breach of any covenant or agreement contained herein that is performable after or that survives the Closing or termination of this Agreement (including, but not limited to any indemnification and hold harmless obligations), and (ii) any breach of any representation or warranty in this Agreement that survives Closing. This subsection shall not apply to any obligation of Purchaser to purchase the Property.

13. **ASSIGNMENT**. The Purchaser may assign this Agreement; provided, however, Purchaser, as assignor, remains liable for assignee's failure to honor Purchaser's obligations under this Agreement. Assignment shall not be made to an entity for commercial use.

14. **POSSESSION OF PROPERTY**. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **CONDEMNATION**. In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity (other than Purchaser) prior to the Closing Date, Purchaser shall have the option of (i) terminating this Agreement by giving written notice thereof to Seller whereupon the Earnest Money Deposit shall be immediately returned to Purchaser, and this Agreement shall terminate except as expressly provided otherwise, (ii) requiring Seller to convey the portions of the Property remaining after the taking or condemnation based on a reduced price calculated pro-rata on the acreage lost as a result of the taking or condemnation, and Seller shall retain all of the right, title and interest of Seller in and to any award made or to be made by reason of such taking or condemnation, or (iii) requiring Seller to convey the entirety of the Property to Purchaser for the full Purchase Price if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to Purchaser at the Closing all of the Seller's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. Seller and Purchaser further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **REAL ESTATE COMMISSION.** Purchaser and Seller hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement other than Frederick Bertel with Florida Homes Realty and Mortgage (FHRM Commercial) who was retained by and is being paid by the Seller per listing agreement dated 12/2/2019, which Seller agrees is hereby extended through Closing under this Agreement and is incorporated herein. Buyer shall have no responsibility for the commission.

17. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Seller at the following address:

The N.O.W. Matters More Foundation, Inc.
541 N. Palmetto Ave
Sanford, FL 32771
Email: trinityp@nowmattersmore.org
thedopedoctor@gmail.com

To Purchaser at the following address:

City of DeBary
Attn: Carmen Rosamonda, City Manager
16 Colomba Road
DeBary, Florida 32713
Telephone: 386-668-2040
Email: crosamonda@debary.org

With a copy to:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

Escrow Agent:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **GENERAL PROVISIONS.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise customarily appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida.

19. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, the covenants, representations and warranties set forth in this Agreement shall survive the Closing or any earlier termination of this Agreement.

20. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

22. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable costs, fees and expenses, including, but not

limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Volusia County, Florida.

23. **TIME FOR ACCEPTANCE.** Seller shall execute and deliver this Agreement to Purchaser and Purchaser shall submit the same for approval to the Purchaser's City Council. The Agreement shall remain a valid and binding offer provided the same is approved by the Purchaser's City Council and then executed by the Mayor or other authorized representative of the Purchaser on or before June 15, 2023.

24. **EFFECTIVE DATE.** When used herein, the term "**Effective Date**" or the phrase "**the date hereof**" or "**the date of this Agreement**" shall mean the date Purchaser's City Council approves this Agreement and the Agreement is thereafter signed by an authorized representative of the Purchaser.

25. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the parties hereto agree that this Agreement may be executed and electronically mailed to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

26. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser.

27. **RADON GAS.** Pursuant to the provisions of Section 404.058(8), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property:
"RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT."

28. **WAIVER OF JURY TRIAL.** Both parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either party or any matters arising out of or in any way in connection with this Agreement.

29. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the Seller the Earnest Money Deposit held by the Escrow Agent under this Agreement, as provided in Paragraph 3 hereof. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Volusia County, Florida, without further liability or responsibility on the Escrow Agent's part. In the event of any suit between the Purchaser and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent or in the event of any suit in which the Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover its costs in connection therewith, including reasonable attorneys' fees and costs incurred in all trial, appellate and bankruptcy court proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party, All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Seller and the Purchaser agree that the status of the Purchaser's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the Purchaser in connection with this transaction in any dispute that may arise between the Purchaser and the Seller concerning this transaction, including any dispute or controversy with respect to the Earnest Money Deposit. This Section 29 survives termination of this Agreement and the Closing.

30. **1031 EXCHANGE.** The parties acknowledge that either party hereto may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, for fee title in the Property. Each party hereby reserves the right to assign its rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) at any time on or before the Closing. Each party shall reasonably cooperate with the other party in effectuating such exchange; provided, any such like kind exchange shall not delay such Closing or cause the party not a party to the exchange to incur any expenses relating thereto nor take title to any other property.

[Signatures on following pages]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

SELLER:

THE N.O.W. MATTERS MORE
FOUNDATION, INC., a Florida not-for-
profit corporation

By:  _____

Trinity Phillips

(Print Name)

Its: President _____

Date: 04/14/23 _____

PURCHASER:

CITY OF DEBARY
a Florida municipal corporation

By:  _____

Karen Chasez
(Print Name)

Its: Mayor _____

Date: May 3, 2023 _____

ESCROW ACKNOWLEDGMENT

The Escrow Agent hereby acknowledges receipt of the Twenty Thousand and 00/100 Dollars (\$20,000.00) Earnest Money Deposit. The undersigned agrees to hold said Earnest Money Deposit and disburse it in accordance with the terms of the foregoing Agreement.

FISHBACK LAW FIRM

By: _____

Paul "JJ" Johnson
Partner

EXHIBIT "A"

PARCEL 1

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE SOUTH 72°39' EAST ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK A, A DISTANCE OF 511.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 400; THENCE NORTH 14°32' WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 16.38 FEET TO A POINT OF CURVE, SAID CURVE HAVING A DELTA OF 88°10' AND A RADIUS OF 400 FEET; THENCE CONTINUE ALONG SAID CURVE A DISTANCE OF 615.53 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 73°38' WEST A DISTANCE OF 787.13 FEET TO THE EASTERLY LINE OF PALM ROAD AS NOW LAID OUT; THENCE SOUTH 17°21' WEST ALONG SAID EASTERLY LINE OF PALM ROAD, A DISTANCE OF 624.52 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

FROM THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO A MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 12°32'45" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF PALM ROAD, 624.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 12°32'45" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 188.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GARDENIA AVENUE AS SHOWN ON THE PLAT OF PLANTATION ESTATES UNIT 25, ACCORDING TO A MAP IN MAP BOOK 23, PAGE 91, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 64°27'15" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1539.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 4; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT OF WAY LINE: SOUTH 15°37'15" WEST, 582.21 FEET; SOUTHWESTERLY ALONG A CURVE, NON-TANGENT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,784.79 FEET, A CENTRAL ANGLE OF 3°47'25", AN ARC DISTANCE OF 184.22 FEET AND A CHORD BEARING OF SOUTH 28°04'08" WEST; SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 16°36'27", AN ARC DISTANCE OF 176.81 FEET AND A CHORD BEARING OF SOUTH 38°16'05" WEST; SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 31°51'39", AN ARC DISTANCE OF 194.62 FEET AND A CHORD BEARING OF SOUTH 62°30'08" WEST; SOUTH 73°22'19" WEST, 155.49 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 77°27'15" WEST, 810.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 18 SOUTH, RANGE 30 EAST AND SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST IN VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 43, BLOCK A, PLANTATION ESTATES UNIT 5, ACCORDING TO A MAP IN MAP BOOK 11, PAGE 239, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PALM ROAD RUN NORTH 13°15'20" EAST A DISTANCE OF 813.33 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GARDENIA AVENUE PER THE PLAT OF PLANTATION ESTATES UNIT 25 AS RECORDED IN MAP BOOK 23, PAGE 91, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF GARDENIA AVENUE RUN NORTH 65°00'00" EAST A DISTANCE OF 1524.71 FEET TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 400 (INTERSTATE HIGHWAY NO. 4) PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 79000-2871, SECTION NO. 7716-401 AND 7911-401; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES, (1) SOUTH 15°37'15" WEST A DISTANCE OF 567.41 FEET (2) TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2784.79 FEET AND A CENTRAL ANGLE OF 03°47'25"; AND A CHORD DISTANCE OF 184.19 FEET WHICH BEARS SOUTH 23°15'53" WEST; THENCE RUN SOUTH WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 184.22;(3) TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.00 FEET AND A CENTRAL ANGLE OF 16°36'27"; AND A CHORD DISTANCE OF 176.19 FEET THAT BEARS SOUTH 33°27'50" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 176.81 FEET;(4) TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT CONCAVE NORTHWESTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 31°51'39"; AND A CHORD DISTANCE OF 192.13 FEET THAT BEARS SOUTH 57°41'53" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 194.62 FEET; (5) THENCE DEPARTING SAID CURVE ALONG A TANGENT LINE RUN SOUTH 73°37'42" WEST A DISTANCE OF 320.00 FEET;(6) TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, AND A CENTRAL ANGLE OF 88°26'57", AND A CHORD DISTANCE OF 557.98 FEET WHICH BEARS SOUTH 30°7'35" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 617.49 FEET; (7) THENCE DEPARTING SAID CURVE RUN SOUTH 13°50'04" EAST A DISTANCE OF 16.38 FEET TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED BLOCK A OF THE PLAT OF PLANTATION ESTATES UNIT 5; THENCE DEPARTING AFORESAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE AND ALONG SAID NORTHERLY LINE OF BLOCK A RUN NORTH 80°39'40" WEST A DISTANCE OF 4.29 FEET TO A POINT AT A CHANGE OF DIRECTION ALONG SAID NORTHERLY LINE OF BLOCK A; THENCE ALONG SAID NORTHERLY LINE OF BLOCK A RUN NORTH 76°44'40" WEST A DISTANCE OF 508.00 FEET RETURNING TO THE POINT OF BEGINNING.

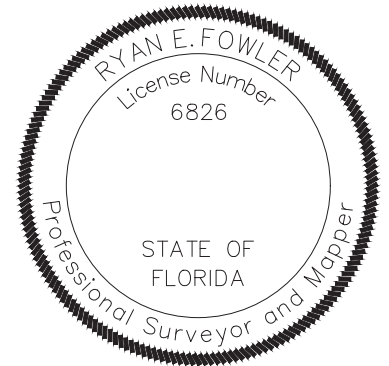
Sketch & Description
Palm Road
Parcel Exhibit A
Section 35, Township 18 South, Range 30 East
Section 2, Township 19 South, Range 30 East
Volusia County, Florida

Parcel Description: From American Surveying & Mapping, Inc ALTA Survey Dated 08/05/2021.

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SURVEY NOTES:

- 1.) Paper copies of this survey are not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Digital copies are not valid without the digital signature of a Florida Licensed Surveyor and Mapper.
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- 4.) Due to discrepancies within the legal description, the boundary of Parcels 1 and 2 could not be defined with any certainty.
- 5.) This exhibit is based on a survey prepared by American Surveying & Mapping, Inc ALTA survey dated 08/05/2021, Inc. Drawing: 210732 - PALM ROAD ALTA_UPDATED
- 6.) This exhibit has been performed without benefit of title policy or abstract. Therefore surveyor can make no guarantees to ownership or encumbrances. There may be additional easements and restrictions that can be found within the Public Records of Volusia County.
- 7.) THIS IS NOT A BOUNDARY SURVEY.



RJ



Ryan E. Fowler P.S.M. No. 6826
 SurvTech Solutions, Inc. LB No. 7340

Drafted By: K. Bowman
 Date Drafted: 06/23/23

Approved By: R. Fowler
 Date Approved: 07/14/23

Last Field Date: N/A
 Field Book/Page: N/A

Project No.: 230994
 Ref. No.: N/A

Drawing Name: 230994_SK
 Revision Date: N/A


SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: rfowler@survtechsolutions.com http://www.survtechsolutions.com

Sketch & Description

Palm Road

Parcel Exhibit A

Section 35, Township 18 South, Range 30 East

Section 2, Township 19 South, Range 30 East

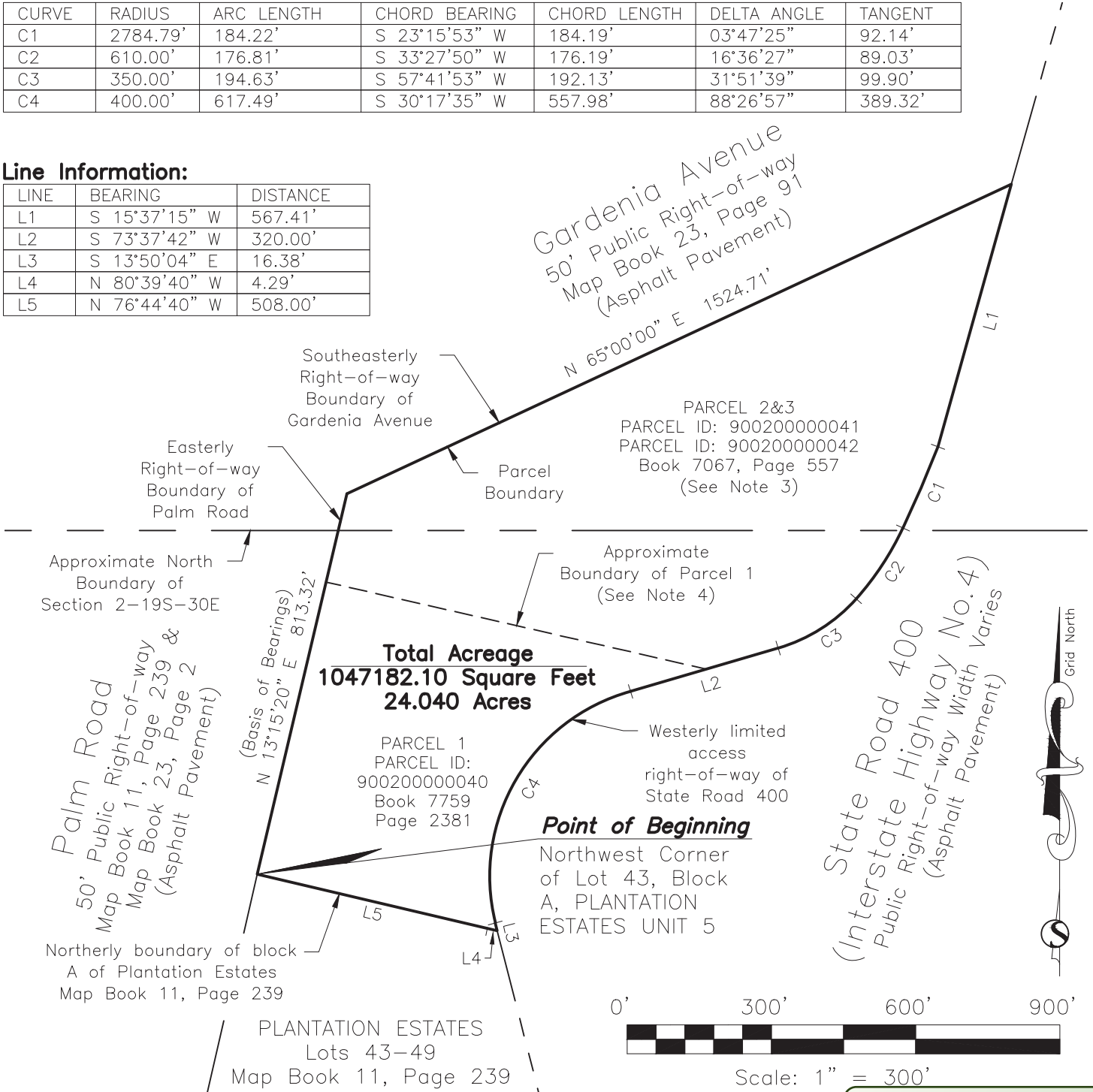
Volusia County, Florida

Curve Information:

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	2784.79'	184.22'	S 23°15'53" W	184.19'	03°47'25"	92.14'
C2	610.00'	176.81'	S 33°27'50" W	176.19'	16°36'27"	89.03'
C3	350.00'	194.63'	S 57°41'53" W	192.13'	31°51'39"	99.90'
C4	400.00'	617.49'	S 30°17'35" W	557.98'	88°26'57"	389.32'

Line Information:

LINE	BEARING	DISTANCE
L1	S 15°37'15" W	567.41'
L2	S 73°37'42" W	320.00'
L3	S 13°50'04" E	16.38'
L4	N 80°39'40" W	4.29'
L5	N 76°44'40" W	508.00'



PROJECT NO.: 230994
 REF. No.: N/A
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC.

SURVEYORS

APPROVED
 Richard Guilfoyle

10220 U.S. Highway 92 East, Tampa, FL 33610

phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340

email: rfowler@survtechsolutions.com http://www.survtechsolutions.com

EXHIBIT B

B-1 – Wetland Delineation

B-2 – Tree Canopy and Open Space

B-3 – Existing Roads, Trails & Fire lines

B-4 - SOILS MAP



WETLAND A

WETLAND B

WETLAND C

Line #	Direction	Length
L7	S85°27'24"W	13.49'
L8	S44°51'15"W	79.21'
L9	S13°50'51"W	44.53'
L10	S13°32'07"W	54.85'
L11	S24°25'59"W	61.95'
L12	S20°02'55"E	85.32'
L13	S20°02'55"E	85.32'
L14	S72°20'08"E	45.84'
L15	S89°34'45"E	51.72'
L16	S89°34'45"E	51.72'
L17	S71°28'41"E	41.90'
L18	N20°45'04"W	52.99'
L19	N72°05'24"W	78.32'
L20	S81°22'40"W	58.47'
L21	S74°26'58"E	38.84'
L22	S82°35'07"E	45.98'
L23	S77°42'58"E	38.84'
L24	S73°01'31"E	44.53'
L25	S40°05'29"W	58.81'

Line #	Direction	Length
L45	N24°15'13"W	42.24'
L46	N42°48'40"W	21.81'
L47	N20°39'10"W	21.77'
L48	N72°05'24"W	78.32'
L49	N72°05'24"W	78.32'
L50	N72°05'24"W	78.32'
L51	N20°39'10"W	21.77'
L52	N42°48'40"W	21.81'
L53	N24°15'13"W	42.24'
L54	N24°15'13"W	42.24'
L55	N24°15'13"W	42.24'
L56	N42°48'40"W	21.81'
L57	N20°39'10"W	21.77'
L58	N72°05'24"W	78.32'
L59	N72°05'24"W	78.32'
L60	N72°05'24"W	78.32'
L61	N20°39'10"W	21.77'
L62	N42°48'40"W	21.81'
L63	N24°15'13"W	42.24'
L64	N24°15'13"W	42.24'

Line #	Direction	Length
L65	N27°15'57"E	23.92'
L66	N80°07'07"E	20.23'

Line #	Direction	Length
L67	N80°07'07"E	20.23'
L68	S72°03'27"W	24.44'
L69	S72°03'27"W	24.44'
L70	S72°03'27"W	24.44'
L71	S72°03'27"W	24.44'
L72	S42°01'49"W	33.32'
L73	N13°59'37"W	44.62'
L74	S32°01'20"W	27.66'
L75	N13°59'37"W	44.62'
L76	N42°48'40"E	22.81'
L77	N24°15'13"E	42.24'
L78	N42°48'40"E	22.81'
L79	N42°48'40"E	22.81'
L80	N42°48'40"E	22.81'
L81	S72°03'27"E	24.44'
L82	N24°15'13"E	42.24'
L83	S24°15'13"E	28.77'

WETLAND D

Line #	Direction	Length
L84	S20°05'29"W	58.81'
L85	S47°44'47"E	38.98'
L86	S72°03'27"W	48.00'
L87	S60°09'14"W	102.95'
L88	S72°03'27"W	62.72'
L89	S20°05'29"W	63.99'
L90	S01°40'40"E	63.99'
L91	S09°16'07"E	68.41'
L92	S09°16'07"E	68.41'
L93	S10°36'37"E	33.37'
L94	N02°47'57"E	26.92'
L95	N02°33'56"W	60.97'
L96	N20°00'10"E	48.30'
L97	N65°33'43"E	28.01'
L98	N23°31'27"W	135.86'
L99	N73°34'57"E	27.70'
L100	N65°33'43"E	46.15'
L101	N51°53'45"E	63.98'
L102	S61°44'01"E	28.37'
L103	N49°11'27"E	192.29'

Line #	Direction	Length
L104	N87°22'20"E	58.53'
L105	N45°05'19"W	58.45'
L106	N02°31'04"W	51.47'
L107	N03°45'41"W	78.19'
L108	S50°29'48"W	50.70'
L109	S13°58'40"W	46.13'
L110	N82°27'33"W	71.24'
L111	N48°17'06"W	69.97'
L112	S43°29'42"W	33.35'

Line #	Direction	Length
L4	N23°25'06"E	811.38'
L5	S32°37'42"W	321.15'
L6	N77°24'54"W	508.00'

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	184.22'	2784.70'	347.25°	S33°15'52"W	184.19'
C2	176.81'	610.00'	105°29'27"	S33°27'50"W	176.19'
C3	194.85'	350.00'	31°50'39"	S57°14'55"W	192.13'
C4	815.53'	400.00'	88°10'03"	S39°12'40"W	508.57'

BOUNDARY

BOUNDARY

TOPOGRAPHIC SURVEY
OF
PALM ROAD
PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 30 EAST AND
SECTION 2, TOWNSHIP 19 SOUTH, RANGE 30 EAST AND
PALM ROAD
VOLUCLIA COUNTY, FLORIDA



JOB NO.: 210732
FIELD DATE: 11/15/21
DRAWN BY: SM
CHECKED BY: SM
PLANNED ROAD TOPO DWG



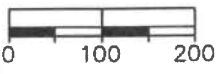
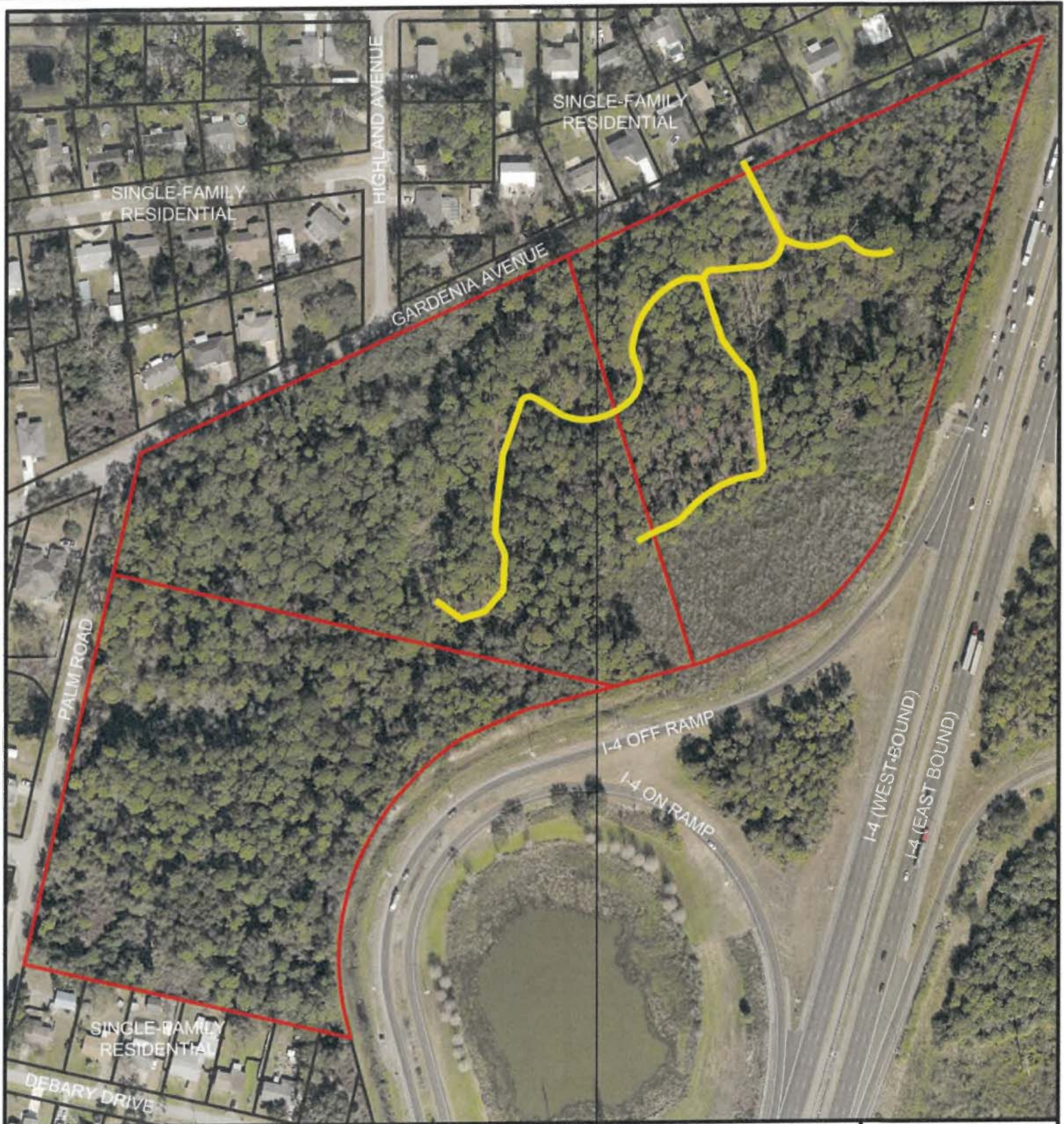
- PARCEL LINE
(VOLUSIA COUNTY GIS PARCEL DATA)
- LANDUSE LINE (APPROXIMATE)
(FDEP GEOSPATIAL OPEN DATA)

UPLAND: 13.88 ACRES
 WETLAND: 9.14 ACRES
 TOTAL: 24.21 ACRES
 (VALUES AS PROVIDED BY AMERICAN SURVEYING & MAPPING, INC., NOV. 2021)

AERIAL IMAGERY FROM FDOT 2021

EXHIBIT "B-2"

TREE CANOPY & OPEN SPACE



- PARCEL LINE
(VOLUSIA COUNTY GIS PARCEL DATA)
- UNPAVED VEHICULAR ACCESS
(APPROXIMATE, NOT FIELD SURVEYED)

*NO KNOWN EXISTING BUILDING OR SLAB STRUCTURES.

EXISTING ROADS, TRAILS, AND FIRE LINES

AERIAL IMAGERY FROM
FDOT 2021

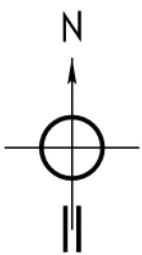
EXHIBIT "B-3"

Custom Soil Resource Report for Volusia County, Florida



October 23, 2023







Custom Soil Resource Report

MAP LEGEND

- Area of Interest (AOI)
- Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points
- Special Point Features**
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features
- Water Features**
- Streams and Canals
- Transportation**
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads
- Background**
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.sc.egov.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Volusia County, Florida
 Survey Area Data: Version 22, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Sketch & Description

Palm Road

Parcel Exhibit C

Section 35, Township 18 South, Range 30 East

Section 2, Township 19 South, Range 30 East

Volusia County, Florida

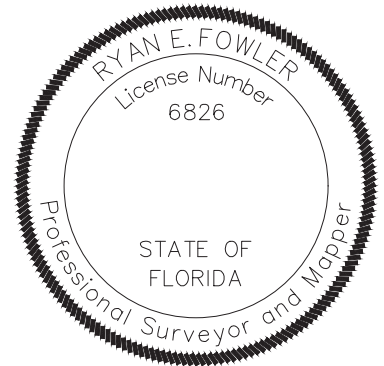
Parcel Description: From American Surveying & Mapping, Inc ALTA Survey Dated 08/05/2021, modified by SurvTech to exclude pond 402F

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- 4.) Due to discrepancies within the legal description, the boundary of Parcels 1 and 2 could not be defined with any certainty.
- 5.) This exhibit is based a survey prepared by American Surveying & Mapping, Inc ALTA survey dated 08/05/2021, Inc. Drawing: 210732 - PALM ROAD ALTA_UPDATED less the approximate location of the proposed pond boundary in FDOT Financial Project ID: 408464-2-32-01 for informational purposes only.
- 6.) This exhibit has been performed without benefit of title policy or abstract. Therefore surveyor can make no guarantees to ownership or encumbrances. There may be additional easements and restrictions that can be found within the Public Records of Volusia County.
- 7.) THIS IS NOT A BOUNDARY SURVEY.



RF

APPROVED
Richard Guilfoyle

Ryan E. Fowler P.S.M. No. 6826
SurvTech Solutions, Inc. LB No. 7340

Drafted By: K. Bowman
Date Drafted: 06/23/23

Approved By: R. Fowler
Date Approved: 07/14/23

Last Field Date: N/A
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Ref. No.: N/A

Drawing Name: 230994_SK
Revision Date: N/A

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Original rec'd
10/24/2023
updated 11/26/2023
GAT

VOLUNTEER ADVISORY BOARD/COMMITTEE APPLICATION

Thank you for your interest in serving the City of DeBary. Your completion of this application is necessary so that members of the City Council can thoroughly review each application as part of their consideration for your appointment. Please check the Board(s) or Committee(s) on which you are interested in serving.

- Historic Preservation Advisory Board
- Citizens Advisory Committee to the TPO
- Bicycle and Pedestrian Advisory Committee to the TPO
- Volusia Growth Management Commission
- River of Lakes Heritage Corridor Scenic Highway Board
- Orlandia Heights Neighborhood Improvement District
- Temporary Appointed City Council Member
- Community Revitalization Advisory Committee
- Charter Review Committee

PERSONAL HOME TOWN HEROES COMMITTEE

Name: Gale Kohler

Mailing Address: 51 Gracie Rd

City: DeBary State: FL Zip: 32713

Residence (if different from mailing):

Home Phone: (407) 402-1581 Business Phone: ()

Email Address: gale@galekohler.com

Are you a registered voter in DeBary? Yes No

Length of residency in DeBary: Years 38 Months

Occupation: Real Estate Agent

Are you currently serving on any other City advisory boards? Yes No

Have you ever served on a City advisory board? Yes No

If yes, when and which board? I was just appointed as Secretary fo the Orlandia Heights Neighborhood Improvement District Board

Applicant Name: Gale Kohler

WORK HISTORY

Present Employer Name: Gale Kohler PA, Broker Associate for Keller Williams Heritage Realty

Employer Address: 1150 Douglas Ave Ste 2020 Altamonte Springs, FL 32714

Employer Phone Number: 407-862-9700 Employment Dates: 8/2019-present

Job Duties: To serve customers in the greater Volusia County area in the process of buying or selling a home. Real estate expert from the front gate to the back fence anywhere in the world.

Previous Employer Name: Gale Kohler PA, Broker Associate for DeBary Realty

Employer Address: 301 N Pine Meadow Dr DeBary FL 32713

Employer Phone Number: 386-668-0411 Employment Dates: 9/2009-8/2019

Job Duties: To serve customers in the greater Volusia County area in the process of buying or selling a home. Real estate expert from the front gate to the back fence anywhere in the world.

REFERENCES (May be business and/or personal)

NAME, ADDRESS & TELEPHONE NUMBER Sharleen Rucker 407-924-4649
71 1st St Chuluota, FL 32766

NAME, ADDRESS & TELEPHONE NUMBER Damnielle Pensala 407-529-5752
453 Gleaming Andover Way, Longwood, FL 32779

NAME, ADDRESS & TELEPHONE NUMBER PamValle 386-416-4416
252 Glen Abbey Lane DeBary FL 32713

Applicant Name: Gale Kohler

EDUCATION

High School: Enfield High School

College: Volusia County Community College Degree: _____

Postgraduate: _____ Degree: _____

ACTIVITIES / COMMUNITY INVOLVEMENT: I have been serving on the Associate Leadership Council for Keller Williams for the past 4 years and continue to do so.

I am the chairman for our Community Service Committee. We have back pack drives for our local schools each year as well as volunteer days at the Central Florida Zoo, Havest International and the Samartin Resource Center. We have dropped by with lunch for our local responders as well.

WHY DO YOU WANT TO SERVE ON THIS/THESE BOARDS?: _____

I feel truly honored when I'm working with a Veteran and have had many great experiences with them. I believe my experiences will make me a good candidate for this position. Also, what I may not know will be a great learning experience.

WHAT WOULD YOU WANT TO ACCOMPLISH DURING YOUR TERM?: _____

As I'm not quite yet familiar with this program, I would work towards the current goals in place.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature:  Date: 11/24/2023

RETURN TO: City Clerk
City of DeBary
16 Colomba Road
DeBary, Florida 32713
(386) 668-2040
ahatch@debary.org



CITY OF DEBARY
OCT 31 2011

VOLUNTEER ADVISORY BOARD/COMMITTEE APPLICATION

Thank you for your interest in serving the City of DeBary. Your completion of this application is necessary so members of the City Council can thoroughly review each application as part of their consideration for your appointment. Please check the Board(s) / Committee(s) you are interested in serving on.

- Bicycle and Pedestrian Advisory Committee to the TPO
- Charter Review Committee
- Citizens Advisory Committee to the TPO
- Golf Cart Review Committee
- Hometown Heroes Committee
- Historic Preservation Advisory Board
- Orlandia Heights Neighborhood Improvement District Board
- River of Lakes Heritage Corridor Scenic Highway Board
- Temporary Appointed City Council Member
- Volusia Growth Management Commission

PERSONAL (PLEASE PRINT)

Name: JEAN VOETBERG

Mailing Address: 50 FOREST EAGLE COURT

City: DEBARY State: FL Zip: 32713

Residence (if different from mailing): NA

Home Phone: 386-747-8337(CELL) Business Phone: 386-668-6670

Email Address: JEANVOETBERG@OUTLOOK.COM

Are you a registered voter in DeBary? Yes No

Length of residency in DeBary: Years 24 Months 10

Occupation: RETIRED

Are you currently serving on any other City advisory boards? Yes No

Have you ever served on a City advisory board? Yes No

Applicant Name: JEAN VOETBERG

If yes, when and which board? NA

Have you graduated from DeBary Citizens Academy? Yes No

WORK HISTORY (PLEASE PRINT)

Present Employer Name: RETIRED

Employer Address: _____

Employer Phone Number: _____ Employment Dates: _____

Job Duties: _____

Previous Employer Name: NATIONAL CINE MEDIA - RETIRED 2018

Employer Address: CENTENNIAL, CO

Employer Phone Number: NA Employment Dates: 1998-2018

FILED FOR BANKRUPTCY APRIL 11, 2023

Job Duties: REGIONAL ACCOUNT DIRECTOR - MARKETED CINEMA ADVERTISING CONNECTING

BRANDS AND MOVIE AUDIENCES IN THEATERS. NCM'S DIGITAL EXTENDED
IN-THEATER CAMPAIGNS INTO ONLINE AND MOBILE MARKETING.

REFERENCES (May be business and/or personal) (PLEASE PRINT)

NAME, ADDRESS & TELEPHONE NUMBER WILLIAM O'CONNOR

2833 STAGS LEAP DR, ORANGE CITY 386-748-1033

NAME, ADDRESS & TELEPHONE NUMBER SANDI HENDLICKS

311 WATERFORD HEIGHTS, DE BARY 386-748-1186

NAME, ADDRESS & TELEPHONE NUMBER GARY CRENS

234 CADDIE COURT, DE BARY 407-353-4926

Applicant Name: JEAN VOETBERG

EDUCATION

High School: OAKMONT JR. SR HIGH SCHOOL, OAKMONT, PA

College: INDIANA UNIVERSITY OF PENNSYLVANIA Degree: B.S. BUSINESS MANAGEMENT

Postgraduate: UNIVERSITY OF PITTSBURGH Degree: M. ED. DISTRIBUTIVE ED

ACTIVITIES / COMMUNITY INVOLVEMENT: VFW AUXILIARY LIFETIME MEMBER - LEGISLATIVE COMMITTEE
ROTARY DE BARY, DELTONA, ORANGE CITY, WEST VOLUSIA REGIONAL CHAMBER
OF COMMERCE - LEGISLATIVE COMMITTEE; - SERVE BOARD POLITICAL ORGANIZATION
IN VOLUSIA COUNTY

WHY DO YOU WANT TO SERVE ON THIS BOARD?: VOLUNTEER TO RECOGNIZE
AND HONOR THOSE WHO HAVE SERVED, VETERANS, FIRST RESPONDERS, AND
OTHERS, GIVING SERVICE ABOVE AND BEYOND SELF IN THE COMMUNITY

WHAT WOULD YOU WANT TO ACCOMPLISH DURING YOUR TERM?: GIVE THANKS TO OUR
HOMETOWN HEROES FOR THEIR DEDICATION AND HARD WORK TO SERVE
AND PROTECT THE COMMUNITY.

I understand the responsibilities associated with being a board/committee member and I have adequate time to serve if appointed.

Signature: Jean Voetberg Date: 10/31/2023

RETURN COMPLETED APPLICATION TO:

City Clerk
City of DeBary
16 Colomba Road
DeBary, Florida 32713
(386) 601-0219
ahatch@debary.org